SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-167

PROJECT

RECEIVED SEP 8 1977 LAURENCE P. HENIGAN, Clerk By ..... Deputy
FILED SEP 8 1977 LAURENCE P. HENIGAN, Clerk By DEBRA E. CONLEY Deputy

Sub-Grantee Name Mexican-American Concilio of Yolo County and East Yolo Concilio (Project #153)	
Address 716 Main Street	
City Woodland, CA 95695	Phone: 666-1088
Program Director David Armendariz	Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 39,755.

2. Grant period begins 9-6-77 and ends 3-5-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

SIMON PENA, PRESIDENT
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

Book 77-167

TITLE VI PROJECTS

YOLO COUNTY

PROJECT NAME MEXICAN-AMERICAN CONCILIO - UNITIZED TRAINING PROGRAM - AUTO REPAIR PROJECT NO. 153

RECRUITMENT WILL START 8-15-77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 8-17-77.

RECRUITMENT WILL BE COMPLETED 8-23-77.

APPLICATIONS WILL BE DELIVERED 8-25-77.

SELECTION AND ENROLLMENT WILL BE MADE 9-2-77.

PROJECT WILL START ON CONTRACT DATE OF 9-6-77.

FILED

AUG 30 1977

LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY DEPUTY

AGREEMENT NO. 77-167

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this Sixth day of September, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the Mexican-American Concilio of Yolo County and the East Yolo Concilio (Project #153) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

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A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing September 6, 1977 and terminating on March 5, 1978. Said term of this agreement shall not exceed seven months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS: ---- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

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6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

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30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

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services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

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All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

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of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

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Subgrant No. _____ Program Agent

Twyla J. Thompson
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

Mexican American Council of Yolo County
Legal Name of Subgrantee

Signature of Authorized Officer

President, Board of Directors
Title of Authorized Officer

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Project #153

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY

UNITIZED TRAINING PROGRAM (AUTO DETAILING AND MINOR REPAIR)

POSITION/TITLE	WAGES AND BENEFITS
Instructor	$ 6,895
Auto Mechanic Trainee	4,340
Auto Mechanic Trainee	4,340
Auto Mechanic Trainee	4,340
Auto Mechanic Trainee	4,340
Auto Mechanic Trainee	4,340
Auto Mechanic Trainee	3,720
Auto Mechanic Trainee	3,720
Auto Mechanic Trainee	3,720
Nine Positions TOTAL COST	$ 39,755

Contract period 7 months effective 9-06-77 through 3-05-78.

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PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Unitized Training Program (Auto Detailing and Minor Repair)

Organizational Name Mexican-American Concilio of Yolo County and the East Yolo Concilio

Organizational Address 716 Main St Woodland, CA. and 954 Sacramento Ave. Broderick, CA

Telephone Number 666-1088

Director's Name Ruben H. Martinez

Person(s) to Contact Ruben H. Martinez and Jose Martinez

Authorized Signature

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INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

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1. Type of Organization

Local Government

X Community Based Non-Profit Organization Non-Profit Corporation

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)
State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Training a group of persons interested in establishing a business performing service to Auto Dealers. Includes training in auto detailing minor tune-up, upholstery and body repair and painting.

b. What are the expected results of this project? We expect to train the complete unit of trainees in auto repair, auto-detailing related office workers, and small business management. This project is aimed at a small unskilled laborers.

c. What is the Public Service provided by this project? Provide training to young unemployables to develop skills which can be utilized within the group activity and finally train this in the skills necessary for establishing a small business

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet).

Identify a group of unemployables who lack training and skill to compete in the job market. Determine a service-business need that is acceptable to the unit. Organize this group into a unit for training. Train the unit as a whole body, in every aspect of the business to include classroom instruction, on-the-job training, and follow-on training. Each member of the unit will function in all training position Provide instruction which will develop the necessary skill necessary for trainees to implement their individual businesses.

Training: Major areas: Auto maintenace
Auto repair
Auto bodywork
Auto paint
Auto upholstery

Minor areas: Business Administration and Management
Stocking
Production
Soliciting
Contracting
Business office practices and machines
Small Business practices

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4. Budget

Total Personnel Costs (A & B) $ 39,755
Attach itemized fringe benefits

A. Salaries and Wages $ 33,179

B. Fringe Benefits 15% $ 6,576

Total funds requested (Equals total personnel costs) $ 39,755

Total positions requested. 9

Average cost per position requested (total budget divided by number of positions). $ 4417

Complete the following information for each position requested.
Attach job description sheet for each title listed.

	Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
1.	Auto detailer (5)	516	104	7	21,700
2.	Instructor (1)	833	152	7	6,895
	Auto detailer (3)	516	104	6	11,160

Duration of Projection

Estimated from 28 weeks Sept. 1977 to Feb. 1978

* Attach additional sheet if necessary.

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Job Descriptions:

Auto Detailer: Removes seats, vacuums, glove box, floor, seats and upholstery; shampoos, seats, floor mats, and all vinyl or plastic items, dyes floor mats, upholstery, dash board, carpeting and seats as required, paints, tires engine compartment, wheel wells, value covers, radiator carburator, fine walls and truck beds as required, cleans engine with junk or steam, wash engine down and air dries engine compartment and engine parts. Inspects car safety belts, lights, turn signals.

Auto Mechanic: Performs minor tune up. Changes & l. lube, and auto liquids. Changes plugs, points and sparkplugs as necessary. Performs timing and carborator adjustment as required. Perform 16 point safety inspection. To include brake lining, tires, wheels, steering mechanism and emergency equipment.

Auto Bodyman: Pulls or hammers out dents, sand and finishes body work. Trained in welding, sanding, and painting. Replaces part that are not repairable. Use auto putty, fiber glass or other repair material as necessary. Matches paints as necessary.

Painter: Specialist in painting auto. Total paint work or matching paint work/requires knowledge of types of paints, thinners, and materials used or painted. Requires knowledge on masking and protection of part not to be painted.

Office Mgt and Stocking Clerk

Most responsible for production and time recording. Perform administrative task. Ordering, reception, soliciting business. Stocking material used by staff. Performs as billing clerk and cashier. Must do bookkeeping function and be responsible for accounting of all expenditures.

Instructor: Requires a person knowledgable in the technical areas of the business and who has ability to conduct O.J.T. Must have sufficient business background to direct the unit and assist them in developing skill necessary to make good business decision.

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5. Geographic area to be served by the Project: _____

_____

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service ? Yes☑ No☐

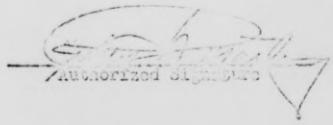
b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete ? Yes☑ No☐

c. Will all persons enrolled to work on your Project be hired as Public Service Employees ? Yes☑ No☐

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire ? (This salary may be supplemented by your organization.) Yes☑ No☐

e. Is the task performed in your Project above and beyond the services customarily provided by state or local jurisdictions ? Yes☑ No☐

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid ? Yes☑ No☐



Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

This organization has worked as an employment referral service. Further in conjunction with the State Personnel Board this organization has established special outreach programs to recruit minorities and disadvantaged persons.

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8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

Director: Director of the project has 10 years in training programs to include on-the-job training in missiles, material Mgt and Personnel and Office Mgts. Possess B.S. in Business and Economics and Juris Doctorate. Has extensive experience as organization manager, Coordinator. The cordinator possess Juris Doctorate and a undergraduate degree in Sociology has worked with minority groups and is bilingual .

Instructor: The instructor possess vast experience in auto maintenance, body work, and painting. He has performed as an auto shop high school instructor and has vast personal experience in performing overhauls on domestic cars.

Counselor: The counselor has a Masters Degree in counseling from N.Y.U. is bilingual and has served as a counselor within this organization for over 1 yrs.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer

Simon Pena (President), Environmental Technician, U.C. Davis.

Jorge Acevedo (1st Vice President), Professor, D.Q.U.

Ricardo Gonzales (2nd Vice President), Businessman, (Self-employed.)

Maria M. Zamora (Treasurer), Social Worker, Yolo County Welfare Dept.

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10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

The Director, Ruben H. Martinez has overall responsibility for the program. The Coordinator, Jose Martinez, will act as the coordinator for the specific program, and act as Coordinator for all our training programs.

The Instructor will be responsible for performing all training function within the program.

Presently we have two youth group who are willing to enter this type of training.

We expect the program to go for 32 wks. from starting date.

a. The training will be divided into four phases.

1. Auto Detailing
2. Auto Maintenance.
3. Auto Body and Paint.
4. Small Business Management.

b. The instructor Alex Uribe is presently the auto shop instructor in the High School. Mr. Uribe is interested in teaching a more intense program rather than the convention training method.

c. The training facility will be able to provide classroom instruction, and on the Job Training.

d. Student will be required to participate in the complete training program and then allowed to specialize in a specific area.

e. The program will start Sep. 6, 1977 and run for 32 weeks. Each block of instruction will be given ample time for each student to progress through the training satisfactorily.

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11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., city studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

a.

(1) Trains unemployables.

(2) Trains farm workers with little skills.

(3) Provides a service to the community.

(4) Reduces the number of persons that are on unemployment.

b. Through assisting police with youth gangs we met young men who had little training or skills for employment who needed training, and identity.

c. The Board of Supervisor whole heartedly supported this program. The Board realizes that if training and skill are not provided for these youth gangs their future is limited and faced with problems.

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12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

1 Professional	Skilled
Semi-Professional	Unskilled
Clerical	Semi-Skilled

TOTAL 1

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13. Describe the facilities where the project will be located and how these were determined. Why do you feel these accomodations would be the best for your Project?

In one of the many unoccupied gas stations. This facility should be used rather than the conventional facility so that the business aspect of the program will be a reality.

The three present location presently under consideration are inexpensive and provide two to three stalls that can be used for training in the three major areas programed. The facilities are adequate and there appears to be no problem in obtaining a 6 month lease.

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14. Describe the organizational planning that has been done for the Project to ensure its operational success.

Contacted and obtain the approval of Project Move the manpower organization in this county and the agree to give technical assistance as required. Further, the community member have agreed to the training, and establishment of the community cooperative to supplement their incomes during the agriculture period that does not provide jobs.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Comments:

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b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCES	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Revenue Sharing	7/1/76-6/30/77	*16,699.96	Concilio Services
Title III Older Americans Act of 1965	1/1/77-12/31/77	22,800.00	Information and Referal
TOTAL		39,699.96	

Comments:

* Funding Proposals for revenue sharing for fiscal year 7/77 to 6/30/78 have already been submitted.

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Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

_____
Authorized Signature

_____
Date

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

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b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

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j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

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x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

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6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

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collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)
TWYLA J. THOMPSON (Seal)	
(Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	
(Typed Name & Title of Authorized Officer)	September 6, 1977 (Date of Application)

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RECEIVED
SEP 22 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-168

PROJECT

FILED
SEP 22 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name
Mexican-American Concilio of Yolo County & East Yolo County (Project #154)
Address
716 Main Street / 954 Sacramento Ave.,
City — Phone:
Woodland, CA 95695 / Broderick, CA 95605 — 444-5667
Program Director

1. Amount of funds allocated per this sub-grant is $ 67,092 .

2. Grant period begins 8-8-77 and ends 8-7-78 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

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EAST YOLO CONCILIO
(Legal Name of Sub-Grantee)

Nora Valadez
(Signature of Authorized Officer)

Nora Valadez, CPB Coordinator/Manager
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

Book - 77-166

PROJECT NAME MEXICAN-AMERICAN CONCILIO - CONSUMER PROTECTION BUREAU PROJECT NO. 154

RECRUITMENT WILL START 7-18-77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 7-20-77.

RECRUITMENT WILL BE COMPLETED 7-26-77.

APPLICATIONS WILL BE DELIVERED 7-28-77.

SELECTION AND ENROLLMENT WILL BE MADE 8-5-77.

PROJECT WILL START ON CONTRACT DATE OF 8-8-77.

FILED

AUG 30 1977

LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY DEPUTY

AGREEMENT NO. 77-168

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this Eighth day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the Mexican-American Concilio of Yolo County and the East Yolo Concilio (Project 154) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

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"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 8, 1977 and terminating on August 7, 1978. Said term of this agreement shall not exceed eight months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ---- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

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6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

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30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

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services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

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third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

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All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

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of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

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Subgrant No. _____ Program Agent

Twyla J. Thompson
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

East Y/C Concilio
Legal Name of Subgrantee

Nora Salado
Signature of Authorized Officer

CBB Coordinator
Office Manager
Title of Authorized Officer

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Project #154

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY

CONSUMER PROTECTION BUREAU

POSITION/TITLE		WAGES AND BENEFITS
Case Worker		$ 8,878
Case Worker		8,878
Case Worker		8,878
Case Worker		8,878
Case Worker		6,637
Clerk Typist		7,255
Translator		9,541
Secretary		8,147
Eight Positions	TOTAL COST	$ 67,092

Contract period 12 months effective 8-08-77 through 8-07-78.

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Ralph Harris

154

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name: Consumer Protection Bureau

Organizational Name: Mexican-American Concilio of Yolo County & East Yolo Concilio

Organizational Address: 716 Main Street, Woodland, CA & 954 Sacramento Ave., Broderick

Telephone Number: 444-5667 and 372-5590

Director's Name: Ruben Martinez

Person(s) to Contact: Ruben Martinez

Authorized Signature: Simon Pena

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INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

SACRAMENTO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

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1. Type of Organization

Local Government

XX Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State:

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Receive, investigate, and mediate and/or take other appropriate action as necessary to resolve consumer complaints relating to, but not limited to, mail order frauds, retail sales, repairs, real estate, and dissatisfaction with government agencies. Develop information and education programs. Support and advise on consumer legislation.

b. What are the expected results of this project? Inform, educate, and rectify market place abuses for the consumer in Yolo County. Special emphasis will be placed on assisting the poor and disadvantaged. The consequence of which is to improve the consumer-business relationships in our communities in Yolo County based on having a better informed consumer and business establishment.

c. What is the Public Service provided by this project? To provide an information depository for consumer affairs in Yolo County. To develop an educational center for the coordination of the various consumer classes to be organized in Yolo County. To rectify abuses by unscrupulous and dishonest practices. To create a mediator for businesses and consumers. To clarify and explain business and consumer practices to both.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.) The bureau will receive, investigate, and mediate consumer complaints. The complaints are expected to cover the entire spectrum of the market place (see 2a above). The bureau will also develop informational and educational programs in consumer affairs emphasizing the local idiosyncrasies of each locality in the county of Yolo. In addition, the bureau will be comprehensive, i.e., to the degree practicable, the bureau will undertake the active reviewing of consumer legislation. Deserving legislation will be supported. Testifying and making recommendations to appropriate legislators and legislative agencies will also be part of our program.

All available means of advising the public will be undertaken. The traditional means of articles, radio, and television will be utilized. In addition, bureau staff will continuously make public appearances and speeches. Finally, educational and training classes will be coordinated with the local school districts, in addition to the classes and training sessions organized at the concilio offices.

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4. Budget

Total Personnel Costs (A & B) $67091.41
Attach itemized fringe benefits

A. Salaries and Wages $ 58,050

B. Fringe Benefits $ 9041.41

67,092

Total funds requested (Equals total personnel costs) $ ~~67620~~

Total positions requested 8

9386.50

Average cost per position requested (total budget divided by number of positions) $ ~~8452.50~~

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position	
(4) Case Workers	600/650.00	9250/1036.3	12	36174.24	35,512
(1) Case Worker	600/650	9150/1036.3	9	6782.67	6627
(1) Clerk Typist	500/550	7025/93.38	12	~~7843.56~~	7285
(1) Translator	650/700	103.63/108.75	12	8652.31	9541
(1) Secretary	550/600	8 7.08/9250	12	~~8310.00~~	8147

Duration of Projection

Estimated from Aug 77 to Aug 77

*Attach additional sheet if necessary.

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5. Geographic area to be served by the Project: Yolo County

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

Since its inception, this organization has been working with groups of disadvantaged, long-term unemployed, AFDC recipients, minority groups, women, and senior citizens. The programs that we presently administer substantiates this fact, for example, The Information and Referal Service, funded pursuant to Title III of the Older Americans Act of 1965; provide service to the entire geographical area of Yolo County; interpreter and translation service in Spanish/English and in Russian/English; representation and/or advocate for clients' rights at court and administrative hearings.

Micro Fiched

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

Resumes Attached.

Assigned Duties

Executive Director: Ruben Martinez.

The duties and responsibilities of the Executive Director hereunder include but are not limited to the following:

1. Supervise all regular and temporary employing personnel working under the Concilio; this includes the hiring and discharging of personnel if necessary to assure a high level of competency in the organization.

2. Establish and revise as needed, an administrative hierarchy, dilineating specific job descriptions for each respective position. Delegate authority to employees and hold such employees responsible for the performance of their assigned duties. Coordinate planning and programming with department heads.

3. Plan, oversee and monitor all programs under the sponsorship of the Concilio and its sub-components.

4. Assure that programs operated by the Concilio adhere to applicable regulations; and that these programs serve the population for which they were designated.

5. Maintain coordination and rapport with other community organizations involved in the delivery of similar social services within the jurisdiction expressed in the Bylaws of the Concilio.

6. Plan for and seek new funding sources which may result in the effectiveness and growth of the Concilio and its sub-components.

7. Make reports before the regular Board of Directors monthly meetings on activities relative to the above duties and responsibilities.

Coordinator/Manager: Nora Valadez.

1. Coordinate supervision and training of staff and volunteers.
2. Coordinate validation, coding, and assignment of cases.
3. Coordinate consumer information preparation and dissemination.
4. Coordinate research projects and surveys.
5. Coordinate Consumer Education Sessions.
6. Coordinate and research consumer legislation efforts.
7. Coordinate public relations projects, e.g., speaking engagements, mass-media coverage.
8. Coordinate efforts with other related agencies.
9. Coordinate progress reports.

Supervisor: ~~Jose Martinez~~ and.

1. Supervise and train Consumer Representatives and volunteers.
2. Set up Counselor of the Day calendar.
3. Set up speaking engagement schedules.
4. Validate and code consumer complaints.
5. Assign cases to case workers.
6. Mediate consumer complaints and prepare related correspondence.
7. Develop in-depth knowledge in a specialized area.
8. Prepare consumer information in specialized are and disseminate to staff.
9. Prepare and disseminate consumer information to the public.
10. Participate in public relations efforts.
11. Hold scheduled weekly staff meetings.
12. Review all out-going correspondence prepared by Consumer Representatives.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
Simon Pena (President)	Environmental Technician, U.C. Davis.
Jorge Acevedo (1st Vice President)	Professor, D.Q.U.
Ricardo Gonzales (2nd Vice President)	Businessman,(Self-employed).
Maria M.Zamora (Treasurer)	Social Worker, Yolo County Welfare Dept.

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

a. Receiving, investigation and mediating consumer complaints are the primary functions of a consumer protection bureau. The complaints are expected to cover a broad spectrum of marketplace abuse, including, but not limited to, refusal to honor merchandise warranties; sale of defective merchandise; contract disputes; tenants' complaints against landlords; and dissatisfaction with local, state and federal government agencies. Although varied in nature, these complaints can be mediated, in a majority of cases, to the consumers satisfaction through effective use of a common mediation structure.

The Concilio Consumer Protection Bureau will have three primary responsibilities:

1) Mediate complaints;
2) Educate and inform consumers on their rights and responsibilities in the marketplace
3) Propose local ordinances and support appropriate legislation.

Complaint Mediation

The Mexican-American Concilio of Yolo County, in conjunction with the East Yolo Concilio, proposes to develop and implement the following format for case mediation:

1) Complainant phones or walks in and receives complaint form.
2) Complaint form received by Consumer Protection Bureau:
   a) Assigned by Supervisor to staff person.
   b) Case returned to clerk for processing.
   c) Case received by worker.
3) Validity to be established:
   a) Worker initiates first steps of investigation.
   b) If invalid, complainant is notified by phone and follow-up letter explaining Consumer Protection Bureau's position.
   c) If out of jurisdiction, proper agency is contacted and both will work on complaint.
   d) If case must be transferred to District Attorney or Attorney General. This action is done by the Consumer Protection Bureau and client is notified.
   e) Closed -- cannot locate consumer.
4) Validity has been established:
   a) Worker contacts business (licensing agencies if appropriate) and begins mediation process through one-to-one meetings, phone, and letters.
   b) Consumer Protection Bureau contacts consumer for additional information and discussion of case.
   c) Mediation continues until case is resolved to consumer's satisfaction with either monies returned or services performed on the product.
   d) Case worker may suggest alternative means of recourse if mediation unsuccessful, e.g., Small Claims Court, private attorney.

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10. (continued)

Educational Programs

Although mediation of complaints cures the symptoms of marketplace abuse, an education and information program attempts to cure the illness. Thus, we will strive to enhance our consumer bureaus' value to the community by coordinating a strong education and information program that strives to inform consumers of their rights and responsibilities. To accomplish this goal, we will utilize the following methods: public speaking, research projects and surveys, information brochures, and classes.

The Concilio will undertake an active campaign to provide speakers to the entire community. Speakers will tailor their presentation to the audience, e.g., speech to senior citizens on nursing homes.

Secondly, research projects will be utilized to develop information on consumer affairs, e.g., bilingual literature and pricing surveys.

Legislative Efforts

Finally, we will undertake to represent consumers in legislative agencies responsible for consumer legislation. We will support deserving legislation. Conversely, we will oppose legislation that is not in the best interest of the community. This active participation in the legislative process will include testifying and making appearances at legislative hearings relative to consumer affairs. Administrative and regulatory agencies will also receive our assistance in revising policies and practices of questionable market practices.

b. Not applicable.

c. Ruben H. Martinez, present Executive Director.
Nora Valadez, Coordinator. Presently Concilio Intake Worker/Counselor.
Jose Martinez, Supervisor. Presently Administrative Assistant.

Micro Fiched

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The need this project fulfills is to educate, inform, and assist the consumer to make more informed decisions in the marketplace. The Concilio recognizes that Consumers do have rights in the marketplace. These rights include the need for mediation of consumer complaints. Further, the recognition that the market place often operates on a "Buyer Beware" principle surfaces the fact that some consumers, regardless of sex, age, income level, or education, are taken advantage of by unethical and unscrupulous business practices, e.g., mail order fraud.

The indirect result of this project is hoped to be an improved consumer-business relationship for the entire county.

This need was determined to exist via the services the Concilio presently provides. The Concilio, however, is not, with our current caseload, presently adequately staffed to take on this additional burden. The function and limited service of a consumer protection bureau was, however, provided as a general service. With only one office (we are opening another office in East Yolo), the number of consumer complaints filed for January, February, and March 1977 averaged 43 per month. In 95% of the cases, an agreement between the parties was reached. In 3% of the cases, the business no longer existed or could not be located. In 2% of the cases, the small claims court was utilized. In no single case, however, was the complaint determined to be unfounded. The Concilio's brief history of handling consumer complaints surfaces the apparent need for an expansion of such service. No agency within Yolo County eixsts to assist these complainants. The Legal Aid Society of Woodland has heartily expressed its support for the creation of a consumer protection bureau in Yolo County. Legal Aid has offered to assist us once the bureau is established. The Sacramento Consumer Protection Bureau has also offered their assistance to establish the bureau.

Micro Fiched

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

4	Professional		Skilled
	Semi-Professional		Unskilled
5	Clerical		Semi-Skilled

TOTAL 9

Micro Fiched

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The project will be centralized in the Woodland Concilio office, but will provide service to all of Yolo County from both the Woodland Concilio office and the East Yolo Concilio Broderick office. The reasons for this determination are the following:

1. The Woodland Concilio is recognized by the community of Woodland and the entire county as an organization that is concerned and involved in the day-to-day activities of Yolo County. The Concilio is presently the major provider of services to Yolo County residents, evidenced by the fact that we service approximately 750 contacts per month.

2. In addition, with the Concilio;s Information and Referral program, funded pursuant to Title III of the older Americans Act of 1965, our clients have a centralized service location. When necessary, this obviates the need to refer the clients to a consumer protection agency. (In Yolo County, however, no consumer agency exists, which further exacerbates the problem.)

Further, this combination of services obviously makes for more efficient and effective provision of services. This in turn results in lower administrative costs which in turn results in the client receiving a larger portion of the dollar funded in service and not in administrative costs. Finally, because of the information and referral service we provide, in addition to other programs, the Concilio is continuously in touch with all of the other private, local, state, and federal agencies in Yolo County.

3. Our entire staff is bilingual in English and Spanish. We also have a person that is fluent in Russian to service our substantial segment of Russian speaking residents in the city of Bryte.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The bureau will be incorporated into our existing organizational structure of the Concilio, i.e., executive director, program coordinator, case worker supervisors, case workers, translator, secretary, and clerk/typist.

This structure has proved successful with the other programs that we are presently and/or have administered in the past. The duties and responsibilities of each personnel category is included in the job description attachments. See #8 for Executive Director, Coordinator, and Supervisor job descriptions.

Micro Fiched

13. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Comments:

Micro Fiched

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Revenue Sharing	7/1/76-6/30/77	$16,899.96*	Concilio Services
Title III Older Americans Act of 1965	1/1/77-12/31/77	22,800.00	Information and Referral
TOTAL		$39,699.96	

Comments:

*Funding proposals for revenue sharing for fiscal year 7/77 to 6/30/78 have already been submitted.

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Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature

7/14/77
Date

Resume For

RUBEN H. MARTINEZ
2801 Corona Drive
Davis, California 95616
(916) 758-0337

Career Objective:

To obtain a challenging executive position:

- Demanding a legal academic background and skills in Administration, Personnel Management, Organizational Management, Public Relations, and Training;

- Where my ability to persuade and inspire, demonstrate leadership and knowledge in public relations, staff relations and development can be fully utilized to motivate personnel to achieve goals;

- Where advising, problem solving and counseling and personal communications can be fully utilized;

- Where knowledge, sensitivity, and awareness of multi-cultured, minority, and women's goals, problems and related public relations will enhance development of a cohesive organization to enthusiastically pursue its aspirations.

Qualified by:

Micro Fiched

Administration and Personnel Management:

- Directed and supervised Administrative and Personnel Divisions including gathering workload data, developing job descriptions, and classifying positions. Evaluated work centers and organizational components. Directed placement, evaluation, and upgrading programs. Supervised the maintaining of personnel records, pay records, and personnel accounting.

- Conducted career guidance counseling, planning and evaluation programs.

- Supervised, Mail Distribution Units, Communication Center, Reproduction Facilities, and provided editorial assistance to other staff agencies.

Organization Management:

Fifteen years of progressively successful executive experience as manager of Administrative and Personnel Units, Aircraft Maintenance Unit, and a multi-functional Civil Engineering Organization. Directed planning, proposing and budgeting programs. Supervised

Control Center, Central Supply, Quality Control and Cost Analysis Sections. Responsible for total maintenance of physical plant, plus Utilities Management, Construction and Design Section, Grounds and Pavement maintenance to include aircraft runways, barriers, and lighting. Provided for Aircraft and structural fire protection, secondary power systems and emergency services.

Public Relations:

Directed public relations programs for foreign and American dignitaries, including developing guest list, scheduling, and programming. Established transportation, quarters, and meal requirements. Provided recreation and administrative services as required. Conducted static and field demonstration, and briefings utilizing visual aids, i.e., film clips, charts and slides. Provided for document and personnel security.

Training and Teaching:

Conducted on-the-job training programs to include classroom and field instruction. Established training goals, requirements, materials and evaluations. Conducted classroom instruction in Leadership, Management, Consumer Affairs, Landlord-Tenant, Criminal Procedure.

Bilingual in Spanish/English.

Education: Micro Fiched

University of California, Davis, 1976, Juris Doctorate.
University of Tampa, Tampa, Florida, 1970, Bachelor of Science, Business/Economics.
Allan Hancock College, Santa Maria, California, Associate of Arts, 1965, Business/Economics.

Specialized Training:

Department of Defense, Computer Institute, 1968.
Department of Defense Military Assistance Institute, 1955.
Department of the Air Force Staff Personnel School, 1957.
Department of the Air Force On-the-Job Training Administrator School, 1956.
Department of the Air Force Instructor School, 1954.

Scholastic Achievements:

Member Alpha Chi National Honor Society, University of Tampa, 1970.
Senior Honors Graduate, University of Tampa, 1970.

Special Activities and Projects:

Member of the California Corporation Code Revision Committee, U.C. Davis, reviewed and submitted recommendations to the Select Assembly Committee, California.

Title I and II of the California Administrative Code, reviewed and submitted recommendations to the Select Assembly Committee on Legal Equality.

Magister, Phi Delta Phi Legal Fraternity Gibson Inn, University of California, Davis, School of Law, 1975-1976.

References:

Robert A. Armstrong	658 Equador Place Davis, CA 95616	756-5164
Dr. Nicholas Lenn	664 Equador Place Davis, CA 95616	756-3664

Micro Fiched

DONA ISABEL VALADEZ
497 Del Oro Avenue
Davis, CA 95616
(916) 756-2761

SPECIAL HIGHLIGHTS:

Bilingual, read, write, and speak Spanish fluently.
Willing to relocate and travel as necessary.

JOB OBJECTIVE:

An entry level position in the public sector, working for the public's interest, leading towards administrative and professional responsibilities.

EDUCATION:

M.S. in Consumer Science. University of California, Davis, 1978. Research title: Distribution of Public Goods and Services to Different Income Groups in Sacramento.

B.A. in Family Studies, Consumer Science. San Diego State University, 1975. GPA-3.82. Dean's List every semester. Graduated with honors and distinction. Member of Phi Upsilon Omicron Honorary Professional Fraternity; recipient of Consumer Studies Scholarship.

A.A. Fullerton College, 1973. President's Honor List 1972-1973.

Currently attending Sacramento City College, evenings.

EXPERIENCE:

Micro Fiched

March 1977 to present. Yolo County Mexican-American Council, Aide Worker/Counselor. In-service clients, assess their needs and provide necessary service. Mediate between client and agencies in all areas. Interpret Spanish/English. Supervise intern worker.

October 1976-March 1977. Sacramento County Consumer Protection Bureau, Consumer Representative, Volunteer. Screen and write up consumer complaints. Investigate and mediate between consumers and businesses. Summarize new consumer legislation and distribute to staff. Translate Spanish.

Summer 1976. Barbara Erickson, Consumer Consultant. Legislative Intern. Coordinated and began Consumer Action Index for the California Legislature, 1975-1976 Session, California Consumer Council.

March 1976. Consumer Product Safety Commission. Consumer Deputy. Participated in gathering household survey data on oral prescription drugs related to the Poison Prevention Packaging Act.

Spring Semester 1975. San Diego County Big Sister Program.

December 1974-January 1975. California Public Interest Research Group Student Project. Worked with San Diego County Weights and Measures and San Diego Attorny General's office in Short Weights and Measures Project of retail products. Participated in planning, data gathering and analysis, and project write up.

Summer 1973. Alpha Beta Acme Markets, Inc., Retail Clerk.

June to December 1971. Knotts Berry Farm, Sales Clerk.

January to June 1971. Placentia Unified School District. Bilingual Teacher's Aide. Taught math to Spanish speaking junior high school pupils. Full responsibilities of assignments, tests, and final grades. Tutored Spanish speaking elementary school pupils in reading and spelling.

REFERENCES:
Furnished upon request.

Micro Fiched

JOSE D. [illegible]
Solano Park /10-E
Davis, CA 95616
(916) 758-4244

Age: 31 Married, 2 children

LEGAL EDUCATION:

School of Law, U.C.Davis

J.D. awarded June 1976

UNDERGRADUATE EDUCATION:

California State University, Chico

B.A. awarded June 1973
Major: Sociology
Cum Laude
Awarded: Glen Kendall Public Service Award, June 1973

QUALIFIED BY:

Woodland Concilio

Micro Fiched

Administrative assistant - 2/77 to present
Duties: Research; write proposals for funding; write letters; intake; and other duties.

George Williams, Law Office, Sacramento, CA

Law Clerk - partime 12/76 to present
Duties: Legal research re: dissolutions; criminal; immigration; labor law; and other duties.

Sacramento Concilio

Law Intern clinical - Winter 1975
Duties: Legal research; intake; and interpret.

California Rural Legal Assistance, Marysville, CA

Law Clerk - Summer 1974
Duties: Legal research; memo writing; intake; own caseload under attorney supervision; represent clients at administrative fair hearings; interpret; assist in preparation of pleadings; and assist in deposition.

Chico Concilio

Administrative assistant - 2/72 to 8/73
Duties: write proposals for funding; write letters; interpret; chair meetings; and represented the Concilio at various conferences and agencies.

REFERENCES:

Upon request

STATE OF CALIFORNIA

Micro Fiched

OFFICE OF THE
SECRETARY OF STATE

I, *EDMUND G. BROWN JR.*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

AUG 17 1973

Edmund G. Brown Jr.

Secretary of State

SEC/STATE FORM CE-7 (REV. 1-71)

687081

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
AUG 1[illegible] 1973
EDMUND G. BROWN, Secretary of State
By JAMES E. HARRIS
Deputy

ARTICLES OF INCORPORATION

OF

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY

A Non-Profit Corporation

I.

That the name of this corporation is and shall be MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY.

Micro Fiched

II.

The primary purposes of this organization shall be:

1. To provide technical assistance and service necessary to broaden employment opportunities for the Spanish-speaking with emphasis initially on the target areas of this proposal.

2. To provide research services, serving as a central body of information for the purposes of collection, analysis, dissemination, and evaluation.

3. To provide public relations services, initiating broad educational and informational activities designed to foster understanding of cultural difference and problems therefrom, in order to mobilize community resources to focus attention on these problems and assist in the development of means toward their solutions.

4. To devise and/or document the techniques and methods necessary to reach, stimulate, and involve the Spanish-speaking communities in the solution to their problems.

5. To provide educational guidance and/or assistance in the establishment of local programs of basic education, pre-vocational training, etc.

6. To assist the various agencies in the recruitment, selection, and training of their personnel, such as aides, community workers and volunteers.

7. To promote any other activities which contribute to the general welfare of persons of Mexican descent.

III.

The general purposes and powers of this corporation shall be:

1. Sue and be sued.

Micro Fiched

2. Make contracts.

3. Receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise acquire and hold all property, real or personal, including shares of stock, bonds, and securities of other corporations.

4. Act as trustee under any trust incidental to the principal objects of the corporation, and receive, hold, administer, and expend funds and property subject to such trust.

5. Convey, exchange, lease, mortgage, encumber, transfer upon trust, or otherwise dispose of all property, real or personal.

6. Borrow money, contract debts, and issue bonds, notes, and debentures, and secure the payment or performance of its obligations.

7. Do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation.

8. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

IV.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets

of this organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private individual. Upon the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment, of all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. If this corporation holds any assets in trust, or a corporation is formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county in which the corporation has its principal office, upon petition therefore by the Attorney General or by a person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

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V.

This corporation is organized pursuant to Part I of Division II of Title I of the Corporation Code of the State of California known as "General Non-profit Corporation Law."

VI.

The principal office of this corporation for the transactions of its business will be located in the County of Yolo, in the State of California.

VII.

The names and addresses of the persons who are to act in the capacity of directors until the selection of the successors are:

NAME	ADDRESS
RICK GONZALES	141 Clover Street Woodland, California
MIGUEL LUNA	1313 Betty Avenue Woodland, California
MANUEL CASTILLO	108 Frost Drive Woodland, California
JUAN NINO	146 Coral Drive Woodland, California

The number of persons named above, namely four, shall constitute the Board of Directors of the Corporation until changed by amendment to these articles and/or the by-laws, increasing or decreasing the Board of Directors as may be desired.

VIII.

Micro Fiched

The authorized number and qualifications of the members of this corporation, different classes of memberships, if any, the property, voting and other rights and privileges of each class of membership, and the liability of each or all classes to dues or assessments, and the method of collection thereof shall be set forth in the by-laws of this Corporation; there shall be issued to each member a certificate of membership; the by-laws of this Corporation shall be adopted by the Directors named in the Articles of Incorporation and may thereafter be amended or repealed by any means provided by the by-laws.

IN WITNESS WHEREOF the undersigned, Board of Directors, have hereunto set their hands this 11th day of July, 1978.

RICK GONZALES,

MIGUEL LUNA,

MANUEL CASTILLO,

JUAN NINO,

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this 11th day of July, 1973, before me, ALFONSO Z. GONZALEZ, a Notary Public for the State of California, with principal office in the County of Sacramento, appeared, RICK GONZALES, MIGUEL LUNA, MANUEL CASTILLO and JUAN NINO, known to me to the persons whose names are subscribed to the within Articles of Incorporation and acknowledged to me that they executed the same.

Micro Fiched

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Alfonso Z. Gonzalez
ALFONSO Z. GONZALEZ, Notary Public

Notarial Seal

BY-LAWS OF MEXICAN-AMERICAN CONCILIO
OF YOLO COUNTY

ARTICLE I

NAME

THE NAME OF THIS ORGANIZATION SHALL BE THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY.

ARTICLE II

THE PRINCIPAL OFFICE OF THE ORGANIZATION SHALL BE AT A CONVENIENT CENTRALIZED LOCATION IN THE COUNTY OF YOLO, STATE OF CALIFORNIA ACCESSIBLE TO THE MAJORITY OF THE GENERAL MEMBERSHIP.

ARTICLE III

NATURE

THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY IS A COUNCIL FOR THE BENEFIT OF ALL PERSONS WHOSE AIM IS TO ASSIST THE MEXICAN-AMERICAN COMMUNITY AND SPANISH SPEAKING PEOPLE. THIS ORGANIZATION'S GOAL IS FOR THE BETTERMENT OF THE PEOPLE AND IT SHALL NOT DISCRIMINATE IN ANY MANNER OR FORM. THIS ORGANIZATION SHALL BE NON-SECTARIAN AND NON-PARTISAN.

ARTICLE IV

Micro Fiched

THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY

A. MEMBERSHIP:

1. MEMBERSHIP SHALL BE OPEN TO ALL PERSONS WHO CONTRIBUTE TO THE EDUCATION, WELFARE, AND WELLBEING OF THE MEXICAN-AMERICAN COMMUNITY AND SPANISH SPEAKING PEOPLE. FURTHER, MEMBERSHIP SHALL BE OPEN TO ALL WHOSE GOALS AND AIMS ARE SUPPORTIVE OF THE HIGH IDEALS OF THE COMMUNITY FOR THE BETTERMENT OF THE MEXICAN-AMERICAN COMMUNITY AND SPANISH SPEAKING PEOPLE.

2. MEMBERSHIP SHALL BE FOR A PERIOD OF ONE YEAR AND RENEWABLE ON THE ANNIVERSARY DATE OF THE INITIAL MEMBERSHIP.

B. LOSS OF MEMBERSHIP:

ANY MEMBER OF THE MEXICAN-AMERICAN CONCILIO SHALL BE SUBJECT TO LOSS OR CANCELLATION OF THIS MEMBERSHIP FOR THE FOLLOWING CAUSES:

1. IF BY MAJORITY VOTE OF THE OTHER MEMBERS A MEMBER HAS NOT UPHELD THE GOALS AND PURPOSES OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY. NOTICE OF THE CHARGE AGAINST A MEMBER SHALL BE SUBMITTED ONLY BY A VOTING MEMBER TO THE

EXECUTIVE BOARD AND MADE KNOWN BY IT, TO THE MEMBER IN QUESTION AT LEAST TWO WEEKS BEFORE THE REGULAR MEETING, AT THAT TIME THE EXPULSION SHALL BE A MATTER OF DELIBERATION AND THE MEMBER MAY AT THAT TIME CONTEST THE CHARGE. A TWO THIRDS VOTE OF THE FULL EXECUTIVE BOARD WILL BE REQUIRED FOR EXPULSION. THE MEMBER IN QUESTION SHALL BE ENTITLED TO ONE APPEAL AT THE NEXT REGULAR MEETING.

C. VOTING RIGHTS:

1. THE RIGHT TO VOTE UPON AFFAIRS OF THE ORGANIZATION GENERAL MEMBERSHIP MEETING OR SPECIAL MEETING CALLED BY THE BOARD OF DIRECTORS SHALL BE LIMITED TO THOSE PAID MEMBERS PRESENT AT THE MEETING OR IF THE BOARD OF DIRECTORS DIRECT THE SUBJECT MATTER MAY BE PRESENTED TO THE MEMBERSHIP BY MAIL AND BALLOTS SUBMITTED BY MAIL, OR IF THE BOARD OF DIRECTORS DIRECTS A PROXY NOTIFICATION MAY BE SENT OUT WITH THE NAMES OF THE BOARD REPRESENTATIVE. NOTIFICATION OF THE SUBJECT MATTER TO BE VOTED ON MUST BE PUBLISHED TO THE GENERAL MEMBERSHIP IN WRITING 18 DAYS PRIOR TO THE CASTING OF VOTES. A MAJORITY WILL CARRY MOTION.

D. QUORUM:

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1. AT A GENERAL MEMBERSHIP MEETING ONE THIRD OF THE VOTING MEMBERS SHALL BE REQUIRED TO BE PRESENT FOR A QUORUM.

2. AT A BOARD OF DIRECTORS MEETING A MAJORITY OF THE BOARD MEMBERS SHALL BE REQUIRED TO BE PRESENT FOR A QUORUM.

3. A MAJORITY VOTE WILL BE REQUIRED FOR PASSAGE OF ALL TRANSACTION OF BUSINESS OR ELECTIONS.

ARTICLE V

CITIZENSHIP CLAUSE

THIS ORGANIZATION UPHOLDS THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF CALIFORNIA AND WILL DENY MEMBERSHIP TO ANY MEMBER THAT IS, HAS BEEN, OR IF HE BECOMES COMMUNIST OR ADVOCATES THE VIOLENT OVERTHROW OF THE GOVERNMENT. THE CALIFORNIA OR U.S. ATTORNEY GENERAL'S OFFICE MAY BE CONSULTED TO VERIFY IF HE IS COMMUNIST OR SUBVERSIVE.

ARTICLE VI

A. THE EXECUTIVE FUNCTION AND POLICY DETERMINATION SHALL BE VESTED IN THE EXECUTIVE BOARD. THE PRESIDENT, FIRST VICE-PRESIDENT, SECOND VICE-PRESIDENT, TREASURER, SECRETARY AND MEMBERS AT LARGE AS DETERMINED BY THE GENERAL MEMBERSHIP AS REPRESETNATIVES OF THE TOWNSHIP, OR COMMUNITY, OR POPULATION SHALL COMPOSE THE EXECUTIVE BOARD.

B. ELECTION:

1. AN ANNUAL MEETING WILL BE HELD ON THE THIRD WEEK OF APRIL FOR THE ELECTION OF THE EXECUTIVE OFFICERS. THEY WILL BE CHOSEN BY THE GENERAL MEMBERSHIP, BY MAJORITY VOTE OF THOSE PRESENT IF THERE IS SUFFICIENT MEMBERS TO CONSTITUTE A QUORUM AND BY SECRET BALLOT. GENERAL MEMBERSHIP IS DEFINED AS MEMBER IN GOOD STANDINGS.

2. A MEMBER IN GOOD STANDING IS A CURRENTLY PAID-UP MEMBER.

3. OFFICERS WILL ASSUME THEIR OFFICES IMMEDIATELY AFTER THE ELECTION IS OFFICIALLY CLOSED.

4. THE OFFICIAL INSTALLATION WILL COINCIDE AS CLOSELY TO THE CELEBRATION OF THE CINCO DE MAYO.

C. DUTIES:

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1. PRESIDENT - SHALL BE THE CHIEF EXECUTIVE OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY. HE SHALL PRESIDE AT ALL MEETINGS, AND SHALL HAVE THE POWER TO APPOINT THE STANDING AND SPECIAL COMMITTEES, AND SHALL ACT AS EX-OFICIO MEMBER OF EACH OF THESE COMMITTEES, AND HE SHALL BE PRIMARILY RESPONSIBLE FOR THE WORK AND PERFORMANCE OF ITS OFFICERS AND COMMITTEE CHAIRMAN.

2. THE FIRST VICE-PRESIDENT WILL SUCCEED THE PRESIDENT IN HIS ABSENCE OR INCAPACITY. FURTHER, THE FIRST VICE-PRESIDENT WILL BE RESPONSIBLE AND CHAIR THE WAYS AND MEANS COMMITTEE AND BE RESPONSIBLE FOR ALL FUND RAISING ACTIVITIES.

3. THE SECOND VICE-PRESIDENT WILL SUCCEED THE FIRST VICE-PRESIDENT IN HIS ABSENCE OR INCAPACITY. FURTHER, THE SECOND VICE-PRESIDENT WILL BE RESPONSIBLE FOR PUBLICITY AND PUBLIC RELATION FOR THE CONCILIO.

4. SHALL BE NUMBERED CONSECUTIVELY.

5. SECRETARY - SHALL KEEP A RECORD OF THE MINUTES OF THE MEETINGS OF THE MEXICAN-AMERICAN CONCILIO PROCEEDINGS IN REGULAR AND SPECIAL MEETINGS. THE READING OF THE MINUTES OF THE PRECEDING MONTH SHALL BE DONE BY THE SECRETARY FOR THE PURPOSE OF APPROVAL, AMENDMENTS OR CORRECTIONS. SHALL KEEP SUCH RECORDS, FILES, AND CORRESPONDENCE AS PERMANENT RECORDS OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY. SHALL PREPARE AND DISTRIBUTE ALL CORRESPONDENCE AUTHORIZED BY THE PRESIDENT OR THE EXECUTIVE BOARD AS MAY BE NECESSARY FROM TIME TO TIME TO EXPEDITE THE BUSINESS OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY. BUSINESS

SHALL MAINTAIN AND PRESERVE AND HISTORICAL PURPOSES. IN THE EVENT THAT THE SECRETARY IS UNABLE TO PERFORM HIS DUTIES, THE PRESIDENT SHALL APPOINT AN INTERIM SECRETARY UNTIL THE SECRETARY RETURNS TO DUTY OR IS REPLACED BY THE MEMBERSHIP. IN THE EVENT THAT THE EXECUTIVE BOARD SECRETARY IS UNABLE TO TAKE THE MINUTES, THE SECRETARY SHALL MAKE A REQUEST TO THE BOARD FOR ASSISTANCE.

6. TREASURER - SHALL BE RESPONSIBLE FOR THE COLLECTION AND DISBURSEMENT OF ALL MONIES OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, INCLUDING ANY SPECIAL FUND RAISING EVENTS, AND SHALL ACCOUNT, THEREFORE, AT THE REGULAR MEETINGS OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY. ALL MONIES SHALL BE IN THE NAME OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY IN A BANK OR SAVINGS CORPORATION APPROVED BY THE EXECUTIVE BOARD, PAYING OUT MONIES ONLY ON THE AUTHORIZATION OF SAID BOARD. THE TREASURER SHALL REQUEST FROM THE PROPER STAFF PERSONS A MONTHLY FINANCIAL SUMMARY FOR HIS PURSUAL BEFORE THE REGULAR MONTHLY MEETING. THE TREASURER WILL REPORT ITS CONTENTS AT BOARD MEETINGS, BRINGING TO LIGHT (IN A CONCISE AND CLEAR MANNER) ONLY THOSE ITEMS OF IMPORTANCE. THE TREASURER WILL ASK FOR BOARD APPROVAL OR DISAPPROVAL ON THE FINANCIAL SUMMARY. ALL CHECKS AND VOUCHERS ARE TO BE SIGNED BY THE EXECUTIVE BOARD TREASURER AND PRESIDENT OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY. SUCH EXPENDITURES SHALL BE SUBJECT TO RATIFICATION BY THE EXECUTIVE BOARD UPON PRESENTATION OF VOUCHERS, BILL OF LADING, STATEMENTS OR INVOICES AND REPORTED AT THE NEXT REGULAR MEETING OF MEMBERS.

7. PARLIAMENTARIAN SHALL SERVE AS ADVISOR TO THE PRESIDENT OR CHAIRMAN OF ANY MEETING OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY.

ARTICLE VII

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MEETINGS

A. MEETINGS OF THE EXECUTIVE BOARD SHALL BE HELD ON THE THIRD WEEK OF THE MONTH BEGINNING WITH JANUARY, UNLESS STATED OTHERWISE BY THE PRESIDENT. REGULAR MEETINGS OF THE MEMBERSHIP WILL BE THE THIRD MONDAY OF THE MONTH.

B. THE ANNUAL INSTALLATION CEREMONIES WILL BE HELD IN FEBRUARY. AN INVITATION WILL BE EXTENDED TO MEMBERS AND GUESTS AT THAT TIME.

C. SPECIAL MEETINGS WILL BE CALLED BY THE PRESIDENT AS THE NEED ARISES.

ARTICLE VIII

COMMITTEES

THE PRESIDENT SHALL APPOINT FROM THE MEMBERSHIP OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY THE FOLLOWING COMMITTEES AS NECESSARY:

EDUCATION, EMPLOYMENT, HOUSING, YOUTH, COMMUNITY SERVICES, MEMBERSHIPS, WAYS AND MEANS, NOMINATIONS, STANDING PERSONNEL, STANDING GRIEVANCE AND ANY OTHERS AS MAY BE REQUIRED FOR THE CONDUCT OF MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY IN PROGRAMS. GUIDELINES AS DEVELOPED BY THE STANDING COMMITTEES MUST MEET WITH BOARD AND MEMBERSHIP APPROVAL.

ARTICLE IX

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RULES OF ORDER

Robert's Rules of Order, LATEST EDITION, SHALL BE RECOGNIZED AS AUTHORITY IN GOVERNING THE MEETINGS OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, EXCEPT AS THEY MAY CONFLICT WITH.

ARTICLE X

1. MEMBERSHIP DUES OF THE ORGANIZATION WILL BE $5.00 PER MEMBER.

2. MEMBERSHIP FOR AN ADDITIONAL FAMILY MEMBER OF A MEMBER LIVING IN THE SAME RESIDENCE WILL BE $2.00 PER YEAR.

3. ORGANIZATION MEMBERSHIPS WILL BE $15.00.

4. PATRON MEMBERSHIPS WILL BE $25.00 OR MORE.

5. LIFE MEMBERSHIP WILL BE ANY AMOUNT OVER $100.00.

ARTICLE XI

THESE BY-LAWS MAY BE AMENDED AT ANY REGULAR OR SPECIAL MEETING OF THE MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, PROVIDED SUCH AMENDMENT HAS BEEN PRESENTED AND READ AT ANY PREVIOUS MEETING. A TWO THIRDS VOTE OF THE MAJORITY OF THE MEMBERS PRESENT SHALL BE REQUIRED TO PASS AN AMENDMENT TO THOSE BY-LAWS.

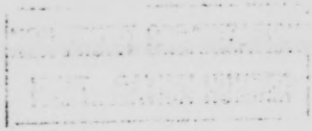
FORM SS-4 (EAS) PART 1	NOTICE OF EMPLOYER IDENTIFICATION NUMBER	Please make a separate request for each number you need and show exactly how it is to be shown on returns.	23 7336126

Mexican-American Council of Yolo County

TC
612 Main Street

Woodland, CA 95695

The Identification Number shown above will be used by the Internal Revenue Service to identify your Federal tax returns, and other documents, i.e., 1120, 940, 941, etc., and your payments of the taxes reported on such returns. Your Identification Number should be shown on such returns, documents, and on any related forms or correspondence.



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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

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(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
COUNTY OF YOLO (Legal Name of Applicant)	(Address)
TWYLA J. THOMPSON, (Seal) (Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	Micro Fiched
(Typed Name & Title of Authorized Officer)	August 8, 1977 (Date of Application)

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

Yolo County Agreement No. 77-169

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 19 77, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Services Branch	Department of Health	77-58483

hereafter called the State, and

County of Yolo (Health Department)

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The terms and conditions stated in Exhibits A (F), B, C, and D which are attached and made a part hereof, constitute the additional provisions of this agreement.

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RECEIVED
SEP 1 2 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP 13 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Approved as to Form
Dated 7/15/77
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): Everett Uhdall	BY (AUTHORIZED SIGNATURE): Tingle J. Thompson
TITLE: Everett Uhdall, Chief, Contract Management Section, for Chief, Program Services Branch	TITLE: Chairman Board of Supervisors County of Yolo State of California
(CONTINUED ON 0 SHEETS EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P.O. Box 1157 Woodland, CA 95696

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

9/1/77

AMOUNT ENCUMBERED	APPROPRIATION	FUND	
$ 4,400.00	State Support	General	
UNENCUMBERED BALANCE	ITEM / CHAPTER	STATUTES	FISCAL YEAR
$	241 (B) / 319	1977	FY 1977-78
ADJ. INCREASING ENCUMBRANCE	FUNCTION		
$	Operating Expenses & Equipment - VD Control		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		
$	807-434-48-00		pending Gifted

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO. 241-23

SIGNATURE OF ACCOUNTING OFFICER: [illegible] DATE: 8.24.77

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: E. Uhdall DATE: AUG 29 1977

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

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4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance – provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

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(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract)."*

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(16) **Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) **Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

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(18) **Nondiscrimination in Services, Benefits, and Facilities**

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) **Procedure for Complaint Process**

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(12) **Examination of Records**

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

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2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) **Officials Not to Benefit**

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

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(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

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(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

CONTRACTOR: County of Yolo

CONTRACT #: 77-58483

VENEREAL DISEASE CONTROL PROJECT

EXHIBIT B

1. The Contractor shall provide cultures for gonorrhea to 2,200 asymptomatic persons at high risk as part of routine examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site List," which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.

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2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that U.S.P.H.S. and California Department of Health treatment recommendations shall be observed.

3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with federal guidelines.

4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

5. The Contractor shall assume all financial responsibility for the maintenance and/or repair of equipment beyond warranty assigned to them as part of this contract.

6. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of persons cultured, the number positive, the number inconclusive, and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of persons cultured shall exclude a double count of patients which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded but reinfections and patients returning for an examination after a three (3) month time period has elasped shall be included. Inconclusive tests shall include all cultures taken from patients which, for some reason, do not yield sufficient evidence upon which to judge the patient either positive or negative (e.g. overgrowth, destroyed or damaged plates, etc.).

Micro Fiched

7. The Contractor agrees to discontinue charging the State for gonorrhea screening tests which are provided by participating health providers producing positive screening results at a rate averaging less than 1.7 percent over a period of three consecutive months.

8. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

9. The attached Exhibit A(F) entitled "Additional Provisions," is made a part hereof by this reference.

10. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.

11. The standard price per culture test established under this contract is two dollars per culture.

12. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered by said invoice, and bearing the number of the contract, for actual expenditures in accordance with the budget (attached hereto and marked Exhibit C). The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. The number of patients cultured and the cost per culture shall be specified on the invoice; the number of patients cultured shall be in agreement with the accumulated total reported each month as required in Item 6 above.

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Invoices shall be submitted directly to: Department of Health, VD Control Unit, 555 Capitol Mall, Suite 345, Sacramento, CA 95814, no later than fifteen (15) working days after the end of the quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

13. The period of this Contract shall be from July 1, 1977 through March 31, 1978.

14. The maximum payable under this Contract shall not exceed $4,400.00 for the period ending March 31, 1978.

15. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health during the period of this Contract.

16. This Contract may be cancelled by either party upon thirty days' written notice.

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Contractor: County of Yolo

Contract #: 77-58483

EXHIBIT C

BUDGET

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July 1, 1977 - March 31, 1978

OPERATING EXPENSES AND EQUIPMENT		
2,200 cultures @ $2.00/culture	$4,400	
Total Operating Expenses and Equipment	$4,400	$4,400
TOTAL BUDGET		$4,400

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

DEPARTMENT OF HEALTH

FOR: 7 AD TO:

California Department of Health
Health Protection System
Infectious Disease Section
Venereal Disease Control Unit
744 P Street
Sacramento, CA 95814

EXHIBIT D

SCREENING SITE LIST

GONORRHEA CONTROL PROJECT

Contractor: Yolo County

Contract #: 77-58483

Month: 7/1/77 - 3/31/78 19

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Inconclusive	Number Positive Females Treated
Yolo County Health Dept. General Clinic 10 Cottonwood Street Woodland, CA	1d	75			
Yolo General Hospital 170 Beamer St. Woodland, CA	2d	125			
Salud Clinic 530 C Street Broderick, CA	4d	320			
Family Planning 327 College St., Suite 102 Woodland, CA	6	1680			Micro Fiched
Total		2200			

*LEGEND:

CD Clinical Detection
C/DC Correction or Detention Center
CHC Community Health Center
FC Free Clinic
FP Family Planning
GHC Group Health Clinic
HD County Health Department
Hosp Hospital
Mil Military
NS Not Specified
OB-GYN Obstetrics-Gynecology
PFP Private Family Planning Group
PMD Private Medical Doctor
Pren Prenatal
SHC Student Health Center

FILED

SEP 30 1977

LAURENCE P. HENIGAN, Clerk

By Debra E. Conley Deputy

YOLO COUNTY
AGREEMENT NO. 77-170

(Joint Exercise of Powers Agreement)

THIS AGREEMENT, dated this 23rd day of August, 1977, by and between the CITY OF SACRAMENTO, a municipal corporation, COUNTY OF YOLO, a political subdivision of the State of California, and the COUNTY OF SACRAMENTO, a political subdivision of the State of California,

W I T N E S S E T H:

RECITALS:

1. The parties hereto have executed a Joint Exercise of Powers Agreement dated March 29th, 1974, creating the SACRAMENTO-YOLO MANPOWER AGENCY.

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2. Paragraph 7 of that Joint Exercise of Powers Agreement provided for the term of the agreement to continue to and through June 30th, 1975. It further provides that the parties upon mutual agreement may extend the agreement for one year periods commencing January 1st, 1975 and each July 1st thereafter.

3. The parties hereto exercised the power to extend the agreement by Joint Exercise of Powers Agreements dated January 20th, 1975, and March 15th, 1976, which extended the term for periods ending June 30th, 1976, June 30th, 1977, and September 30th, 1977.

4. The parties hereto desire to extend the agreement for a one-year period commencing October 1st, 1977, and ending

September 30th, 1978.

5. The parties hereto by a Joint Exercise of Powers Agreement - Amendment dated November 18th, 1975, have changed the name of the Joint Powers Agreement from SACRAMENTO-YOLO MANPOWER AGENCY to SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY.

AGREEMENTS:

1. Paragraph 7 of the Joint Exercise of Powers Agreement dated March 29th, 1974, by and between the parties hereto, as amended, is hereby amended to read as follows:

> 7. TERM. This agreement shall be for the period commencing April 1, 1974 and continuing through September 30, 1978; provided, however, the parties hereto upon mutual agreement, may extend this agreement for periods thereafter.

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2. In all other respects, the Joint Exercise of Powers Agreement dated March 29th, 1974, and the renewals thereof dated January 20th, 1975, March 15th, 1976, and August 1st, 1976, and the amendment thereto of November 18th, 1975, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by the proper officer

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/ / / / /

/ / / / /

/ / / / /

thereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

BY E. Henry Kloss
Vice CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

BETTY D. POOHAR, Clerk
Board of Supervisors

By Betty D. Poohar
Deputy

(SEAL)

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Tenfer J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, Clerk
Board of Supervisors

By Ruth E. Lucas
Deputy

(SEAL)

CITY OF SACRAMENTO, a municipal corporation

BY Philip T. Isenberg
MAYOR

ATTEST:

CITY CLERK Lorraine Magana

BY _____
Deputy

(SEAL)

Micro Fiched

RESOLUTION NO. 77-914

BE IT RESOLVED AND ORDERED that the Chairman of the Board of Supervisors be and he is hereby authorized and directed to execute an AGREEMENT in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a subdivision of the State of California, with the CITY OF SACRAMENTO, a municipal corporation, and COUNTY OF YOLO, a political subdivision of the State of California, for the extension of that certain Agreement between the parties dated March 29, 1974, relating to the SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, and to do and perform everything necessary to carry out the purpose of this Resolution.

Micro Fiched

On a motion by Supervisor Smoley seconded by Supervisor Sheedy, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 22nd day of August, 1977, by the following vote, to wit:

In accordance with Section 25103 of the Government Code of the State of California, a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento, on

AUG 22 1977

By Paula Hartt
Deputy Clerk, Board of Supervisors

AYES : Supervisors, Kloss, Sheedy, Smoley

NOES : Supervisors, None

ABSENT: Supervisors, Melarkey, Wade

FILED

AUG 22 1977

BOARD OF SUPERVISORS
CLERK OF THE BOARD

(SEAL)

E. Henry Kloss
Vice Chairman of the Board of Supervisors
of Sacramento County, California

ATTEST: Betty J. Foster
Clerk of the
Board of Supervisors

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California on AUG 22 1977

Dated AUG 24 1977

Clerk of said Board of Supervisors

By Paula Hartt
Deputy

AGREEMENT NO. 77-171

FILED
SEP - 3 1977
LAURENCE P. HENIGSEN, Clerk
By ..... Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July, 1977, by and between

Super Secur Comfort Stations

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

The Cache Creek Canyon Regional Park Restroom Building

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Cache Creek Canyon Regional Park Restroom Building

(Plan Index No. 290.02-B) (WO #1534)

Approved June 14, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Restroom Building	Lump Sum	$11,617.00	$11,617.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

Deputy

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy

BY _____

_____

_____

_____

_____

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. _____.

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STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

Yolo County
Agreement No. 77-172

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

THIS AGREEMENT, made and entered into this 25th day of MAY, 19 77, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Project No. AGR-MDA-44176

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Services Branch	Department of Health	

hereafter called the State, and

YOLO COUNTY

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

[Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.]

DK

1. The attached Exhibit "A(F)" entitled, "Additional Provisions", is made a part hereof by this reference.

2. The attached Exhibit "B" entitled, "Budget", is made a part hereof by this reference.

3. Contractor shall provide drug abuse treatment services as described in the attached Exhibit "C" entitled, "Scope of Work", which is made a part hereof by this reference.

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4. The attached Exhibit "D" entitled, "Maintenance of Effort Requirements", is made a part hereof by this reference.

(continued on next page)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): YOLO COUNTY
BY (AUTHORIZED SIGNATURE): ▶	BY (AUTHORIZED SIGNATURE): ▶ Gregg J. Thompson
TITLE: CHIEF, PROGRAM SERVICES BRANCH	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
(CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS:

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ 18,028.00				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ | DATE

5. The Project Director shall submit an initial written progress report to the State during the ninth week after the effective date of the contract and bimonthly thereafter during the contract period. The report shall include but not be limited to a description of the Contractor's progress in implementing the contract, a cumulative description of the work and services provided under the terms of the contract, any difficulties or special problems, any pertinent facts or interim findings, and a statement that the Contractor is or is not progressing satisfactorily in achieving all terms of the contract. The Contractor shall also submit a final report to the State which shall include but not be limited to an evaluation of the quantity, quality, and impact of the work undertaken pursuant to this contract.

6. The period of this contract shall be from July 1, 1977 through June 30, 1978.

7. The total amount payable by the State to the Contractor under this contract shall not exceed $18,028.00.

8. The provisions of Exhibit "A(F)" notwithstanding Contractor shall submit any subcontracts to the State for review and approval prior to implementation. Upon termination of any subcontract, the State shall be notified immediately.

9. Phillip Walker is designated the Project Director. The State reserves the right to approve any substitute Director.

Micro Fiched

10. Contractor shall comply with all regulations under the rules and regulations of Title 21 of the Code of Federal Regulations Part 1402 and Part 1403.

11. This project shall be reported to the State under the Client Oriented Data Acquisition Process (CODAP) in a manner prescribed by the State Department of Health.

12. In consideration of the above services performed in a manner acceptable to the State, the State shall reimburse the Contractor no more frequently than monthly, in arrears, upon submission of an invoice in triplicate stating the time period covered, and stating the contract number, for actual expenditures in accordance with the Budget (attached hereto and shown as Exhibit "B"), to: State Department of Health, Division of Substance Abuse, 714 P Street, Room 1050, Sacramento, CA 95814. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed $2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line item(s) to be reduced in order to increase the excess such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 7 of this agreement.

13. This contract may be terminated by either party with thirty (30) days prior written notice.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

Micro Fiched

(12) **Examination of Records**

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

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2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) **Officials Not to Benefit**

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(20) **Notice of Complaint Procedure**

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) **Only Applicable to Hospitals**

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

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(22) **Only Applicable to Hospitals Accepting Medi-Cal Patients**

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

YOLO COUNTY

Exhibit B

Project No. AGR-NDA-44176

BUDGET

	Amount Requested
Mental Health Counselor I @ $1,427.33/mo.	$17,128.00
Mileage for Mental Health Counselor I 500 miles/mo. at 15¢/mi. x 12 mos.	900.00
TOTAL CONTRACT	$18,028.00

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YOLO COUNTY

Exhibit C

Project No. AGR-NDA-44176

SCOPE OF WORK

Contractor shall provide one bilingual, bicultural counselor to provide and direct counseling services to drug abusers, their families and associates and:

A. Communicate with Spanish-speaking people throughout Yolo County regarding drug abuse services and related services available to drug abusers and their families.

   1. The communication shall occur through, but not be limited to, newspaper articles, referrals from county agencies, and personal outreach efforts in the community.

B. Provide direct counseling and community program liaison services primarily to at least one hundred and ten (110) Spanish-speaking persons involved in drug abuse-related problems.

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   1. The services may be provided in the client's home, in the school, at a local social service agency or wherever it is most appropriate for the client.

   2. The amount or duration of counseling will depend upon individual circumstances, but a minimum of 100 visits to clients will be made by the counselor.

C. Provide leadership and consultation to three (3) community and two (2) school organizations regarding drug abuse treatment services and counseling.

D. Be reponsible for the production of five (5) presentations in Yolo County newspapers designed to increase public awareness of the services available to drug abusers and their families.

E. Train a city or county employed or volunteer nurse practitioner and two (2) assistants to aid the counselor in providing a variety of treatment services to clients.

F. Assist the County Drug Abuse Coordinator in improving linkages between existing drug abuse services and resources available to the Chicano communities in Yolo County.

G. Consult with and train paraprofessional persons working with the Chicano communities in Yolo County which are in need of some form of drug abuse treatment or prevention service.

YOLO COUNTY

Exhibit D

Project No. AGR-NDA-44176

MAINTENANCE OF EFFORT REQUIREMENTS

Federal law prohibits the replacement of non federal funds with federal funds appropriated pursuant to federal Public Law 92-255. Public Law 94-237 re-enacted and continued the provisions of Public Law 92-255. Accordingly Contractor will not, in any way whatsoever supplant, replace or substitute any non federal funds with federal funds made available purusuant to P.L. 92-255 Sections 409 and/or 410.

In every invoice or claim for reimbursement Contractor shall certify that no such supplantation, replacement, or substitution has occurred. Contractor shall establish and maintain such records and documentation as are necessary to verify Contractor's compliance with this section. Contractor assumes sole responsibility for compliance with these maintenance of effort provisions as required by P.L. 92-255 Section 409(e)(11) and P.L. 94-237, and saves the State harmless from any violation thereof.

Public Law 92-255 Section 409(e)(11) states that the Contractor shall:

> "Provide reasonable assurance that federal funds made available under this section for any period will be so used as to supplement and increase, to the extent feasibile and practical, the level of State, local and other non federal funds that would in the absence of such federal funds be made available for the programs described in this section, and will in no event supplant such State, local and other non federal funds."

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Book

JUL 26 1977

LAURENCE P. HERRIGAN, Clerk

By Debra S. Conley Deputy

JUL 26 1977

LAURENCE P. HERRIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77-173

(Agreement - Primary Prevention Project Consultant)

THIS AGREEMENT made and entered into this 14th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and Elizabeth Globus, hereinafter called CONSULTANT

W I T N E S S E T H:

RECITALS:

1. COUNTY has the need for community mental health consultant services to implement a Primary Prevention Project capable of meeting the objectives of 314(d) contract with the State (Exhibit A).

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2. 314(d) CONSULTANT represents that she has the expertise and resources to provide community mental health consultant service.
3. 314(d) CONSULTANT agrees to provide services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Community Mental Health Services:

   A. 314(d) CONSULTANT will render community mental health services for COUNTY as stated in Exhibit A which are necessary for implementing the Mental Health Services - Primary Prevention Project. Services include obtaining supplies and/or other services as required to satisfy the Project Goals.

   B. 314(d) CONSULTANT agrees to submit to Mental Health Services' Health Educator each Goal Implementation Plan for approval prior to proceeding with actual implementation.

   C. 314(d) CONSULTANT will meet with the Mental Health Services' Health Educator monthly to discuss progress of the Mental Health Services - Primary Prevention Project.

   D. These services will start immediately and be completed by February 1, 1978, as outlined in Exhibit A.

E. COUNTY is responsible to:

1. Review and accept within three (3) working days each Goal Implementation Plan as delivered by 314(d) CONSULTANT.

2. The Mental Health Services' Health Educator will provide overall Project direction and collaborative advice on community education methodology and community course content.

3. The Clinical Psychologist will provide collaborative expertise in the following areas: Sample survey design and implementation analysis of survey results, and community course content.

2. Payment of Community Mental Health Services: Micro Fiched

A. 314(d) CONSULTANT shall be paid the sume of eight thousand four hundred DOLLARS ($8,400) for community mental health services (A through D) as follows:

1.	Initiation of Project	$1,400
2.	Upon completion of 15% of Project	1,000
3.	Upon completion of 30% of Project	1,000
4.	Upon completion of 45% of Project	1,000
5.	Upon completion of 60% of Project	1,000
6.	Upon completion of 75% of Project	1,000
7.	Upon completion of 90% of Project	1,000
8.	Upon completion of Project and State approval of COUNTY's final contract payment.	1,000
		$8,400

B. Such payments shall be made by COUNTY upon submission of a claim to COUNTY countersigned and approved by the Mental Health Services' Health Educator. The Health Educator shall base approval of said claim on percentage of Project completion utilizing the items listed in the Project Time Schedule & the stated Project Objectives to determine percentage of Project completion. Refer to Exhibit A for Project Time Schedule & Project Objectives.

3. Relationship of Parties. 314(d) CONSULTANT is not an agent or employee of COUNTY for any purpose, but an independent contractor. It is further understood that CONSULTANT is free to contract for similar services to be performed for others while she is under contract with COUNTY.

4. Liability. 314(d) CONSULTANT agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising in

any way out of the performance of this Agreement.

5. Incorporated by reference herein are the provisions of COUNTY's contract with the State (Exhibit A). 314(d) CONSULTANT agrees to comply with all applicable provisions contained therein.

6. Term. The term of this Agreement is from June 16, 1977, until the completion of the services to be performed, February 1, 1978.

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7. Termination. Either party may terminate this contract upon delivery to the other party of thirty (30) days' written notice of such termination or upon completion of the contract, which ever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

_____
ELIZABETH GLOBUS
624 Jerome Street
Davis, CA 95616

Project Narrative

MENTAL HEALTH PRIMARY PREVENTION PROJECT

314(d) M. H. Funds

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INTRODUCTION

During the project period, a model for developing community education programs will be field tested. The model will consist of a community survey, development of school and community resources, and community education courses.

Specifically, an interview with members of 250 randomly selected Winters Households will determine community education needs and provide a basis for selecting 30 participants for a 6-month community education program. Pre- and post-test scores on the Taylor Manifest Anxiety Test will be used to determine the intervention effect. The staff Mental Health Educator will train and consult with the Winters School Health Education Committee to improve their curriculum planning abilities and to prepare them to involve other community agencies and individuals in the school health education program. Near the project conclusion, a workshop for other Northern California local mental health program representatives will be conducted. The objective will be to share ideas about primary prevention strategies. Finally, a project report consisting of activities, methodology, and outcomes will be prepared.

NEED FOR PROJECT

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In many community mental health centers in Northern California, the primary emphasis is on treatment. Consultation and Education being indirect services frequently receive a less than adequate share of the total resources. Consequently, attention is not usually focused on the potential of mental health primary prevention models. Primary prevention is defined as planned intervention designed to maintain a high level of mental/emotional functioning before a stress situation triggers pathology.

In Yolo County, the city of Winters has been selected by Mental Health Services (MHS) as a demonstration site for a primary prevention project. Need in Winters for such a project is demonstrated by the following points:

1. The 1970 Yolo County Health Survey indicates that the health planning area, of which Winters of which Winters is a part, has a prevalence rate of mental problems of 4.0 per 100 population and a prevalence rate for those at risk of a mental problem of 24.7 per 100 population. This data indicates that a significant number of people could possible avoid a mental health problem if an acceptable educational program were available.

2. During a recent community needs assessment meeting sponsored by the Yolo County Board of Supervisors, community mental health education was identified as a top priority need.

3. The Winters Joint Unified School District has identified the need to develop a comprehensive mental, physical and social health education program. In accord with this awareness, the District has completed a student health survey and appointed a committee consisting of students, teachers, and parents to design a K-12 program.

In any primary prevention program, participant motivation is an important factor. Winters, has taken decisive steps that would support more community education about mental health. The proposed primary prevention project would significantly enhance the community effort already underway and serve as a model for other rural areas in Northern California

GOALS, OBJECTIVES, AND IMPLEMENTATION PLANS

Goal A - One model of primary prevention/early intervention will be developed and field-tested by February 1, 1978.

Objective A-1. A minimum of thirty project participants will increase their ability to cope with anxiety-producing life events by 10% after completing a six-month community education course promoting mental/emotional well-health. Evaluation of course effect determined by pre- and post-test scores on the Taylor Test of Manifest Anxiety and upon the amount of symptomatology present at the project conclusion.

Objective A-2. Members of the Winters K-12 School Health Education Committee will increase their knowledge of human mental/emotional development by 25% by February, 1978. Evaluation based on pre- and post-knowledge tests.

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Objective A-3. The top five community mental health education needs will be identified by a random sample by February, 1978.

Objective A-4. Members of the Winters K-12 School Health Education Committee will speak to a minimum of five community agencies about identified community mental health education needs and progress toward K-12 mental health education in Winters schools.

Objective A-5. The Winters K-12 School Health Education Committee will present a K-12 mental health curriculum to the Board of Trustees by February, 1978.

Implementation Plans for Goal A - To accomplish objectives A-1, A-2 and A-3, Mental Health Services will hire a Health Education Consultant (see Appendix A) to teach a class on the promotion and maintenance of good mental health to a select group of 30 community residents identified as being most in need of such a class. (See Appendix B for proposed course outline.) The Health Education Consultant will also teach a class on human mental/emotional growth to the Winters K-12 School Health Education Committee. (See Appendix C for proposed course outline.)

A trained interviewer and colleagues (UCD Psychology Graduate Students) will conduct a door to door interview of 250 Winters households randomly selected. (see Appendix D for survey design.) Participants will be asked about what community health education programs they would like and the Taylor Test of Manifest Anxiety will be administered to each. From this sample 30 participants with the highest test scores will be selected for a structured needs assessment interview. The data collected will be used to plan the community class on the promotion and maintenance of good mental health as well as future community education programs. This data will be incorporated into the K-12 school health curriculum.

Objectives A-4 and A-5 will be accomplished by the K-12 School Health Education Committee with the assistance of the Health Edudation Consultant. In addition to committee training the Health Educator will provide curriculum consultation to the Committee. After the Committee has developed the curriculum, members will form a speaker's bureau to communicate their activities to community agencies.

Goal B - Local mental health programs in Northern California will be encouraged to take part in an information-sharing workshop.

Objective B-1. Representatives from Northern California mental health programs that attend the primary prevention information-sharing workshop will increase their knowledge of the Yolo County field-tested model by 20%. Evaluation by pre- and post-test.

Implementation Plans for Goal B - In order to accomplish objective B-1, the Project Consultant will send a letter to every mental health program in Northern California inviting representatives to a workshop planned by the Consultant. The workshop is scheduled for a day in January and will be designed to facilitate the exchange of ideas about the Yolo County Primary Prevention Project and other approaches to indirect service delivery.

Goal C - Project activities will be documented in a manner suitable for publication.

Objective C-1. A project report consisting of methods, results and a discussion will be prepared by February 1, 1978.

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Implementation Plans for Goal C - Accurate Project records in terms of activities and outcomes will be documented throughout the Project by the Consultant. Analysis of data will proceed with the intent of synthesizing methodology and experience into an action model for developing community based education programs. This report will be completed before the information sharing workshop in January.

PROPOSED PROJECT TIME SCHEDULE

June, 1977

- Collect background data
- Order test supplies
- Coordinate future activities with Winters K-12 School Health Education Committee
- Finalize sampling design for needs assessment

July, 1977

- Random sample using Taylor Test of Manifest Anxiety and the Holmes Life History Test of 250 households in Winters, California
- Analysis of survey data
- Selection of community target group (30 people) - individuals in greatest need of educational experience
- Preparation for School Health Education Committee class

August, 1977

- Structured needs assessment interview with community target group individuals, approximately 30 people

September, 1977

- K-12 School Health Education Committee course ongoing
- Preparation of final community course outline based on needs assessment
- Begin mental health class for K-12 School Health Education Committee
- Recruit and hire teacher

October - November, 1977

- K-12 School Health Education Committee finalizes K-12 Emotional Well Being curriculum
- Community class concludes in late November
- Post tests administered to community class participants and controls in August
- Planning for information-sharing workshop planning begins: Program planned, invitations out
- Community course begins for 20 Winters residents

December - January, 1977

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- Final report completed
- Information-sharing workshop conducted in Yolo County
- Conclusion of Project

EVALUATION CRITERIA

Project objectives will serve as the basis for evaluation of outcome

Appendix A

Course Outline for Community Class

This course would be a practical workshop for individuals in the community to introduce new approaches to problem solving. Emphasis will be placed on alternative modes of resolution in such a manner that the individual would be able to maintain responsibility and dignity. The following skills will be stressed: assertiveness, self image, self awareness, personal goal setting community resources, communication skills, mental/emotional development, and coping with stress. In addition, information will be disseminated regarding other community resources.

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Appendix B

Course Description for School Health Education Committee

An overview of the principles, concepts, theories and research related to social and emotional development. This course would emphasize practical application as well as recognition and source of development. The course would include issues regarding family, sex roles, mental health, and general health topics.

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Appendix C

Sample Design

There are approximately 60 streets in Winters proper. The sample design will be stratified by streets from corner to corner. Four family home structures on each block will be selected on the basis of their street address. The interviewer will do interviews first at an even numbered home and then at an odd until he has four interviews. Most blocks in Winters will be included and refusals will be documented. The interview will be with a resident adult in the home The sample size will be 250 people representing a 29% sample of the 888 household housing units in Winters.

On the basis of the Taylor Test of Manifest Anxiety, 30 individuals will be selected to participate in a structured interview and a class on mental health.

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FILED

JUL 18 1977

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
Deputy

AGREEMENT NO. 77-174

AMENDMENT NO. One (1) to Agreement No. 76-278,

Dated 28, September 1976.

WHEREAS, the services of Joann Trolinger are needed through the Month of July, 1977, and

WHEREAS, Joann Trolinger desires to provide her services through the Month of July.

THEREFORE BE IT RESOLVED that the term of the above mentioned agreement shall be amended to extend through July 31, 1977.

All other terms and conditions of this agreement shall remain the same.

Micro Fiched

IN WITNESS WHEREOF, the parties have caused this amendment to be executed on this 12th day of July, 1977.

by Douglas J. Thompson
CHAIRMAN BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Contractor
Joann Trolinger

Approved as to form
Dated 7/5/77
County Counsel of Yolo County

RECEIVED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-175
(AGREEMENT FOR MAINTENANCE OF PUTAH CREEK ANGLING ACCESS AREA)

THIS AGREEMENT made and entered into this 12th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RALPH WALDO CHAPMAN, hereinafter referred to as CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

WHEREAS, on the 27th day of April, 1964, by Agreement NO. 64-46, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Fish and Game, regarding the Putah Creek Angling Access Area wherein COUNTY agreed to provide all necessary maintenance and upkeep of said angling access area, said maintenance to include the keeping of the parking area, sanitary facilities, and other improvements located thereon, in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Putah Creek Angling Access area; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area,

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

   A. To serve in the capacity as patrolman and caretaker of the Putah Creek Angling Access Area, and to open the area to the public not later than sunrise daily and to close said area not later than 11:00 o'clock P.M.

   B. To maintain order and prohibit overnight camping in said angling access area and enforce all rules and regulations governing same as adopted by COUNTY.

   C. To provide all necessary maintenance and upkeep of said angling access area for the term hereof and said maintenance shall include, but not be limited to, the keeping of the parking area, sanitary facilities and other improvements thereon in good repair and free from unsightly conditions and debris accumulations.

D. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.

E. To perform such other duties as may be necessary to maintain a proper recreation area.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS per month during the term of this agreement conditioned upon the CONTRACTOR's submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

Micro Fiched

C. To provide necessary gasoline, oil and vehicular maintenance through its County Yard loacted at Winters, California.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

4. The parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

5. The term of this agreement shall commence on the 1st day of July, 1977, and shall terminate on the 30th day of June, 1978. This agreement may be terminated by either party hereto by a 30-day written notice of intention to terminate said agreement.

6. This agreement supersedes Agreement no. 76-177.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tenyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. MENIGAN, CLERK

BY Patt E. Larson (DEPUTY)

(SEAL)

Approved as to Form
Dated 11/4/77
County Counsel of Yolo County
Ralph W. Chapman
RALPH WALDO CHAPMAN

FILED

JUL 19 1977

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 77-176

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 15th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY ATTORNEYS' ASSOCIATION, hereinafter referred to as ASSOCIATION,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY by Minute Order No. 76-1433 designated ASSOCIATION as the recognized employee organization for a unit designated as the Attorneys' Unit consisting of certain County Employees referred to therein.

2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding wages, hours, and other terms and conditions of employment concerning the Attorneys' Unit pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75.

3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code §3505.1.

AGREEMENTS:

1. Salaries:

Effective October 1, 1977, the salary of each employee in the Attorneys' Unit shall be designated as set forth in Exhibit "A" attached hereto, which Exhibit "A" is incorpor-

ated by reference as if set forth at length herein. The County of Yolo agrees to amend the Salary Resolution so as to set forth the salary table and ranges for the salaries of employees in this Unit as set forth in Exhibit "A" as of said effective date.

2. Professional Dues:

The COUNTY agrees effective October 1, 1977, that it shall pay up to $65.00 per attorney, once during the term of this agreement, for reimbursement of actual expenses incurred for job related licenses or membership dues and job related organizations.

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3. Health, Dental, and Disability Insurance.

The members of the Attorneys' Unit shall have the same health, dental, and disability benefits as those provided to employees in the General Unit.

4. Standby and Callback Duty:

(a) The parties acknowledge that the provisions of Yolo County Code §2-6.22, Standby Call Duty, apply to members of the Attorneys' Unit and that the weekday standby call duty rate applies from 5:00 P.M. to 12:00 P.M. on Fridays and from 12:01 A.M. to 8:00 A.M. on Mondays. By adoption of this agreement, the Board of Supervisors approves the assignment of the classifications of employees within the Attorneys' Unit to standby call duty.

(b) The parties acknowledge that the provisions of Yolo County Code §2-6.21 providing for overtime apply to callback duty.

(c) If compensatory time for call back duty is not taken within the 180 calendar days from the date earned, the County shall pay for such time as paid overtime. This provision shall supersede the provision of the Yolo County Code.

5. Longevity/Career Incentive:

COUNTY agrees to establish a career incentive plan for the Attorneys' Unit effective July 1, 1977, as follows:

(a) Employees shall be eligible for advancement to the F Step of their salary range on their salary anniversary date after 5 years' continuous service rendered at the E Step in a particular classification. Employees who have rendered five years' continuous service at the E Step in a particular classification on the first day of the month following the effective date of the ordinance implementing this provision, shall be eligible for advancement to the F Step as of that date, and such employees shall receive a new anniversary date.

(b) Employees shall be eligible for advancement to the G Step of their salary range on their anniversary date after five years' continuous service at the F Step in a particular classification.

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6. Malpractice:

The parties acknowledge that the law of the State of California provides for the defense and indemnity of bargaining unit employees in actions against them on account of an act or omission in the scope of County employment. In particular, Government Code §§825, 825.2, 825.4, and 825.6 provide for indemnity, and Government Code §§995, 995.2, 995.4, 995.6, 995.8, 996, 996.4, and 996.6 provide for the defense of public employees. Copies of these statutes are attached hereto.

7. Vacation:

Vacation shall be as provided in Yolo County Code §2-6.35 as it existed on July 1, 1977.

8. Holidays:

Bargaining Unit employees shall be compensated at paid over-

time rates when working on a holiday observed by Yolo County if required to work on that holiday. This provision supersedes the provisions of the Yolo County Code.

9. Grievance Procedure:

All bargaining unit employees shall be entitled to use the Grievance Procedure established for the General Unit.

10. Integration:

It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole of the agreement between the parties thereto and that the terms and conditions of the Memorandum of Understanding shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process or other discussions leading up to the Memorandum of Understanding.

11. Other Matters:

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The parties agree that the COUNTY is under no obligation to take action with regard to any matters discussed in the meet and confer sessions leading up to this Memorandum, but not set forth in this agreement.

12. Coverage:

This memorandum governs only employees within the Attorneys' Unit established by the County of Yolo pursuant to this Employer-Employee Relations policy as such Attorneys' Unit is constituted as of July 1, 1977.

13. Term:

If the Board of Supervisors makes its final determination adopting this agreement, this agreement shall remain in full force and effect from July 1, 1977, to and including September 30, 1978, and so far as it is permitted to do so by law, COUNTY shall take action agreed to herein to be

in effect as of that date.

14. Saving Clause:

If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, COUNTY is authorized to take immediate action to achieve compliance with the law, and COUNTY shall provide ASSOCIATION with an opportunity to meet and confer with respect to further action to accommodate the agreements contained herein to law.

15. Waiver:

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(a) Except as otherwise mutually agreed upon, the County of Yolo shall not be required to meet and confer with respect to any subject matter or any matter pertaining to or covered by this memorandum of understanding or other matters within the scope of representation for the term of this agreement.

(b) Provided, however, if any portion of this memorandum of understanding is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any such tribunal, the COUNTY is authorized to take immediate action to achieve compliance with law and COUNTY shall provide ASSOCIATION with an opportunity to meet and confer with respect to further action to accommodate the agreement. COUNTY agrees to give notice to ASSOCIATION immediately insofar as possible following the service upon it of a restraining order or judgment containing a holding of invalidity or notice given to it by governmental authority that any portion is invalid by operation of law.

/ / / / /

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 15th day of July, 1977.

COUNTY OF YOLO, a political subdivision of the State of California

By Betsy A. Marchand
BETSY A. MARCHAND

By David L. Barton
DAVID L. BARTON

Designated Representatives

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YOLO COUNTY ATTORNEYS' ASSOCIATION

By William S. Lebov
WILLIAM S. LEBOV

By _____

Designated Representatives

Approved by final determination of the Board of Supervisors of the County of Yolo this 19th day of July, 1977.

COUNTY OF YOLO, a political subdivision of the State of California

By Gunda J. Thomsen
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Gale E. Lucas
Deputy

(SEAL)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

YOLO COUNTY AGREEMENT NO. 77-177

FILED

AUG 15 1977

LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
DEPUTY

OIL AND GAS LEASE (SHORT FORM)

B-A
91-6

THIS OIL AND GAS LEASE (SHORT FORM) made and entered into this 19th day of July, 1977,

by and between

COUNTY OF YOLO, a political subdivision, of the State of California,

hereinafter called Lessor (whether one or more), and FLEET OIL CO., a California corporation, hereinafter called Lessee.

WITNESSETH:

1. That Lessor, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements contained in the Oil and Gas Lease hereinafter particularly referred to, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto Lessee exclusively the real property hereinafter described, for the purpose of exploring, mining and operating for oil, gas and casinghead gas and other hydrocarbon substances and taking, storing, removing and disposing of same, and uses and purposes incidental thereto, as provided in said hereinafter referred to Oil and Gas Lease. The property covered by this lease is situated in the County of Yolo, State of California, and is described as follows:-- On Exhibit "A" attached hereto and made a part hereof,

Notwithstanding any provisions to the contrary contained herein, this lease and all rights granted to Lessee hereunder are expressly limited to those depths lying below five hundred (500) feet below the surface of the leased land and Lessee shall not have the right to enter upon or use any portion of said lands lying above said depth.

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and containing 16.272 acres, more or less, hereinafter referred to as "said land".

2. This Lease shall continue for a term of five (5) years from and after the date hereof, and so long thereafter as oil or gas or casinghead gas or other hydrocarbon substances or either or any of them, is produced from said land or from acreage pooled therewith in quantities deemed paying by Lessee, and/or so long thereafter as Lessee in good faith shall continue drilling, re-drilling, deepening or remedial operations on said land or on acreage pooled therewith, and/or so long thereafter as Lessee's drilling, producing or remedial operations thereunder are suspended, all as particularly set forth in the Oil and Gas Lease hereinafter referred to, and subject to termination as therein provided.

3. This Oil and Gas Lease (Short Form) is made upon the terms, covenants and conditions set forth in that certain Oil and Gas Lease bearing even date herewith by and between the said parties hereto, covering the real property above described, which Oil and Gas Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

4. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon their heirs, executors, administrators, grantees, successors and assigns of the parties hereto.

5. This agreement may be executed in any number of counterparts with the same force and effect as if all parties signed the same document.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

FLEET OIL CO.

By: [signature]
Vice President

By: [signature]
Vice President

LESSEE

COUNTY OF YOLO

By: [signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

LESSOR

That certain parcel of land being a portion of the Northeast Quarter of Section 6, Township 7 North, Range 3 East, M.D.B. & M., Yolo County, California, as said parcel is shown on that Record of Survey filed in Book 10 of Maps and Surveys at Page 24 in the Office of the Recorder of the County of Yolo more fully described as follows:

BEGINNING at the Northeast corner of said Section 6;said corner also being at the intersection of the centerlines of County Road No. 36 (60 feet wide) and County Road No. 105 (60 feet wide); thence Southerly along the East line of said Section 6, said line also being the centerline of said County Road No.105, South 07° 02' 13" East 1348.94 feet; thence Westerly along a line parallel with the North line of said Section 6, North 89° 20' 53" West 530.27 feet; thence Northerly along a line parallel with the East line of said Section 6, North 07° 02' 13" West 1348.94 feet to the North line of said Section 6; thence Easterly along said North line, said line also being the centerline of said County Road 36, South 89° 20' 53" East 530.27 feet to the point of beginning.

Containing 16.273 acres gross and 15.000 acres excluding the area lying within roads.

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EXHIBIT "A"

B-A

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On August 11, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared TWYLA J. THOMPSON, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that She executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
DOLORES MOE
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires April 28, 1978

Dolores Moe
Notary Public in and for said State.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On ....., 19....., before me, the undersigned, a Notary Public in and for said State, personally appeared ....., known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposes and says: That he resides in .....; that he was present and saw .....

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personally known to him to be the same person whose name subscribed to the within and annexed Instrument, execute and deliver the same; that he acknowledged to affiant that he executed the same and requested affiant to sign as a subscribing witness and thereupon affiant subscribed his name thereto as such subscribing witness.

WITNESS my hand and official seal.

Notary Public in and for said State.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On August 11, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared F. S. McGuire, known to me to be the Vice President, and N. T. McKinney, known to me to be the Vice President ~~Secretary~~ of Fleet Oil Co. the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
BETTY L. COOPER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 31, 1981

Betty L. Cooper
Notary Public in and for said State.

STATE OF CALIFORNIA
COUNTY OF ..... } ss.

On ....., 19....., before me, the undersigned, a Notary Public in and for said State, personally appeared ....., known to me to be the ..... President, and ....., known to me to be the ..... of ..... the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State.

YOLO COUNTY AGREEMENT NO. 77-178

FILED

AUG 15 1977

LAURENCE P. HENIGAN, Clerk
By Debra E. Corley
DEPUTY

FOCO-G 1/6
91-B

OIL AND GAS LEASE

THIS AGREEMENT, made this 19th day of July, 1977, by and between

COUNTY OF YOLO, a political subdivision, of the State of California

, hereinafter styled "Lessor," and

FLEET OIL CO., a California corporation, hereinafter styled "Lessee."

WITNESSETH: That Lessor, for and in consideration of One Dollar ($1.00), in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said Lessee exclusively, for the purpose of exploring, mining and operating for oil, gas and casinghead gas, and other hydrocarbon substances and other gaseous substances, and taking, storing, removing and disposing of same, and manufacturing gasoline and other products therefrom, with the right for such purposes to the free use of oil, gas or water from said land, but not from Lessor's water wells or ponds, and granting the right to build tanks, power houses, stations, houses for employees and such other structures (excepting refinery) as may be necessary or convenient in its operations, together with rights of way, easements and servitudes for pipe lines, power lines, telephone and telegraph lines with the right of removing, either during or after the term hereof, any and all improvements placed or erected on the premises by Lessee,

including the right to pull all casing, all that certain tract of land situated in the County of Yolo, State of California, described ~~as follows, to wit:~~ on Exhibit "A" attached hereto and made a part hereof,

Notwithstanding any provisions to the contrary contained herein, this lease and all rights granted to Lessee hereunder are expressly limited to those depths lying below five hundred (500) feet below the surface of the leased land and Lessee shall not have the right to enter upon or use any portion of said lands lying above said depth.

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and containing 16,273 acres, more or less, hereinafter referred to as "said land."

TO HAVE AND TO HOLD the same for a term of 5 years from and after the date hereof, and so long thereafter as oil or gas or casinghead gas or other hydrocarbon substances and other gaseous substances, or either or any of them, is produced from said land or from acreage pooled therewith in quantities deemed paying by Lessee, and/or so long thereafter as Lessee in good faith shall conduct drilling, redrilling, deepening or remedial operations on said land or on acreage pooled therewith, and/or so long thereafter as Lessee's drilling, producing or remedial obligations hereunder are suspended, all as herein provided.

In consideration of the premises it is hereby mutually agreed as follows:

1. Lessor's crude oil royalty shall be the equal one sixth (⅙) part of all the oil produced and saved from said land. At the option of Lessor, Lessee either shall purchase Lessor's royalty oil at the market value in the same field for oil of similar gravity and quality, or shall yield and deliver to Lessor on said land Lessor's one-sixth (⅙) part of said oil. On thirty days' written notice to Lessee, but not oftener than once in any calendar year, Lessor may change the said option, but if no such notice is given by Lessor, it shall be deemed that Lessee shall purchase Lessor's royalty oil. If Lessor elects to receive royalty oil in kind, Lessee will provide, free of cost, storage tanks for not more than ten days' accumulation of Lessor's royalty oil and will yield and deliver to Lessor at tank outlets in accordance with usual and customary pipe line and shipping practices.

2. Lessee shall pay Lessor as royalty on natural gas the one-sixth (1/6) share of a value which shall be the sum of the following:

The net proceeds received by Lessee from the sale of gas produced from wells on the leased land (whether such gas be sold by Lessee in its natural state or as residual dry gas after extracting gasoline and other content therefrom). Gas treated at a gasoline extraction plant not owned or operated by Lessee and for which Lessee receives a royalty from the operator of such plant shall be deemed sold in its natural state for an amount equal to the market value of the royalty received by Lessee. Except as otherwise provided herein, gas used or consumed by Lessee in operations other than under this lease shall be deemed sold for the market value thereof. The value of gas and products extracted therefrom, used or consumed in the operation of a gasoline extraction plant (to the extent that it is so used for processing gas from the leased land), or in operations on the leased land, or in repressuring any oil bearing formation from which a well or wells on the leased land is producing, shall not be included. The cost of processing, treating, compressing, handling and transporting gas (including pipelines) in connection with the sale thereof shall be deducted in determining net proceeds of sale. Nothing in this agreement contained shall require Lessee to save or market gas from said land, unless there shall be a surplus above lease requirements and a market at the well for same.

3. Lessee shall pay to Lessor one-sixth (⅙) of 40% of casinghead gasoline if extracted or manufactured from the natural gas produced on said land. This royalty shall be payable each month in cash and based on the market value thereof at the point of its production. No charge shall be made for the manufacturing or extraction of the gasoline, but the gas used as fuel in the process shall not be subject to payments of royalty. If the remaining dry gas is sold or consumed by Lessee (in excess of the amount herein allowed to be used by Lessee free of royalty) Lessee will pay Lessor, as royalty, one-sixth (⅙) of the market value thereof as that term is herein defined. Lessee shall have the right to commingle gas produced from said land with gas produced from other properties.

4. Lessee shall not be required to account to Lessor for or pay royalty on oil, gas or water used by Lessee in its operations hereunder, including gas lost or consumed in the processing of any gas produced hereunder, and Lessee may use such oil, gas and/or water free of charge.

5. Lessee agrees to commence drilling operations on said land within five (5) years from the date hereof (unless Lessee has sooner commenced the drilling of an offset well on said land as herein provided) and to prosecute the same with reasonable diligence until oil or gas is found in paying quantities, or to a depth at which further drilling would, in the judgment of Lessee, be unprofitable; or it may at any time without commencing drilling operations terminate this lease and surrender said land as hereinafter provided. No implied covenant shall be read into this lease requiring Lessee to drill or to continue drilling on said land, or fixing the measure of diligence therefor.

6. Commencing one year from date hereof if Lessee has not theretofore commenced drilling operations on said land or terminated this lease, Lessee shall pay to Lessor annually in advance, as rental, the sum of $10.00 per acre for so much of said land as may be held under this lease at the time of such payment, until drilling operations are commenced or this lease terminated. The consideration paid for this lease covers all rentals for the first one (1) years of the term hereof.

7. If Lessee shall elect to drill on said land, as aforesaid, and oil or gas shall not be obtained in paying quantities in the first well drilled, Lessee shall, except as in this paragraph otherwise provided, within six (6) months after the completion or abandonment of the first well, either terminate this lease and surrender said land or commence on said land drilling operations for a second well, and shall prosecute the same with reasonable diligence until oil or gas is found in paying quantities or until the well is drilled to a depth at which further drilling would, in the judgment of Lessee, be unprofitable; and Lessee shall in like manner continue its operations until oil or gas in paying quantities is found, but subject always to the right of Lessee to terminate this lease and surrender said land and to the other terms and conditions hereof, and to the rights and privileges to Lessee herein given; provided, however, that if Lessee shall elect to drill on said land, as aforesaid, and oil or gas shall not be obtained in paying quantities on said land, any well so drilled, Lessee shall have the right, at its option, prior to the discovery of oil or gas in paying quantities on said land, to defer drilling on said land and to continue this lease without additional drilling, except for any offset wells required hereunder, for any period for which rental has been paid, pursuant to Paragraph 6 hereof, and for additional rental periods provided under Paragraphs 5 and 6 hereof, by commencing or resuming on or before six (6) months after the completion or abandonment of the last preceding well, or on or before the expiration of any period for which rental has been paid, whichever is later, the payment of rental at the rate specified in Paragraph 6 hereof, pro-rated on a monthly basis, if necessary, for each month or major fraction thereof then remaining before the next rental payment date under this lease. Upon commencement or resumption of the payment of rental as herein provided this lease shall continue in force as though there had been no interruption in rental payments.

That certain parcel of land being a portion of the Northeast Quarter of Section 6, Township 7 North, Range 3 East, M.D.B. & M., Yolo County, California, as said parcel is shown on that Record of Survey filed in Book 10 of Maps and Surveys at Page 24 in the Office of the Recorder of the County of Yolo more fully described as follows:

BEGINNING at the Northeast corner of said Section 6;said corner also being at the intersection of the centerlines of County Road No. 36 (60 feet wide) and County Road No. 105 (60 feet wide); thence Southerly along the East line of said Section 6, said line also being the centerline of said County Road No.105, South 07° 02' 13" East 1348.94 feet; thence Westerly along a line parallel with the North line of said Section 6, North 89° 20' 53" West 530.27 feet; thence Northerly along a line parallel with the East line of said Section 6, North 07° 02' 13" West 1348.94 feet to the North line of said Section 6; thence Easterly along said North line, said line also being the centerline of said County Road 36, South 89° 20' 53" East 530.27 feet to the point of beginning.

Containing 16.273 acres gross and 15.000 acres excluding the area lying within roads.

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EXHIBIT "A"

8. If oil is found in paying quantities, whether alone or in conjunction with gas, in any well so drilled by Lessee on said land, Lessee, subject to the provisions hereof and the suspension privileges hereinafter set forth, shall continue to drill additional wells on said land as rapidly as one string of tools working with reasonable diligence can complete the same, until there shall have been completed on said land an average, no matter where drilled, of one (1) well to each forty (40) acres, or major portion thereof, then held under this lease, whereupon Lessee shall hold all of said land free of further drilling obligations; provided, that Lessee may defer the commencement of drilling operations for the second or any subsequent well for a period not to exceed four (4) months from the date of completion of the well last preceding it. Lessee shall, however, be entitled to drill as many additional wells on said land as it desires. Except as herein otherwise provided, it is agreed that Lessee shall drill such wells and operate each completed oil well with reasonable diligence and in accordance with good oil field practice so long as such wells shall produce oil in paying quantities while this lease is in force as to the portion of said land on which such well or wells are situated.

9. If prior to the discovery of oil, Lessee shall complete a well or wells capable of producing gas in excess of one million cubic feet per day, Lessee shall, after the use of such gas necessary for lease and or repressuring requirements, sell so much of remaining available gas at the well as it may be able to find a market for. Thereafter Lessee shall have no further obligation to conduct the drilling of oil wells on said land, except the drilling of offset wells for oil as in this lease provided, and shall not be required to drill further gas wells until in its judgment the drilling of additional gas wells is warranted in view of existing market requirements; provided that Lessee shall never be required to drill more than one (1) gas well to each six hundred forty (640) acres, or major portion thereof, including offset wells, said number to be an average regardless of where drilled, subject to the orders and regulations of the Petroleum Administrator for War or other federal agency purporting to act under authority and issuing orders or regulations as to the drilling and spacing of wells and the manner and rate of producing gas therefrom. During such times that a market at the well for such remaining available gas does not exist, Lessee may suspend the operation of any such gas well or wells, provided, however, that if at the expiration of any calendar year Lessor shall not have received as royalty from the proceeds of the sale of any such remaining available gas an amount equal to or in excess of $1.00 per acre for the total acreage then held subject to this lease, Lessee shall, on or before the 20th day of January next succeeding, pay to Lessor an amount equal to the difference between the total amount of all such royalties paid to Lessor during such calendar year from the proceeds of the sale of such remaining available gas and the said amount of $1.00 per acre for such total acreage so held; provided that any and all sums so paid by Lessee to Lessor in excess of the actual amount of royalties paid from Lessee to Lessor from the proceeds of such remaining available gas shall be considered as advance royalties to be repaid to Lessee from any proceeds from the sale of gas to which Lessor is thereafter entitled, and Lessee is authorized to deduct the same from gas royalties thereafter due and payable. If oil is subsequently discovered on said land, then the drilling obligations provided in this lease for Lessee to perform with respect to oil wells shall again come into effect.

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10. If at any time it should appear that Lessor owns a less interest in said land than the whole undivided fee in the oil, gas, and other hydrocarbon substances in, under, or which may be recovered from said land, then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest in said oil, gas and other hydrocarbon substances bears to the whole undivided fee therein. If Lessor hereafter acquires any additional interest or title in said land, then this lease shall cover such additional after-acquired interest or title.

11. If Lessor shall sell or transfer any part or parts of said land or any interest in the oil and/or gas under any part or parts thereof Lessee's drilling obligations shall not thereby be altered, increased or enlarged, but Lessee may continue to operate said land and pay and settle rents and royalties as an entirety.

12. In the event a well is drilled on adjoining property within three hundred thirty feet (330') of the exterior limits of any land at the time embraced in this lease and oil or gas is produced therefrom in paying quantities and the drilling requirements as specified in paragraph 8 hereof are not fully complied with, and the owner of such well shall operate the same and market the oil or gas produced therefrom, then Lessee agrees to offset such well by the commencement of drilling operations on said land within ninety (90) days after it is ascertained that the production of oil or gas from such well is in paying quantities and that the operator thereof is then producing and marketing oil or gas therefrom. For the purpose of satisfying obligations hereunder such offset well or wells shall be considered as other wells required to be drilled hereunder.

13. The obligations of Lessee hereunder shall be suspended while Lessee is prevented from complying therewith, in whole or in part, by strikes, lockouts, action of the elements, accidents, laws, rules and regulations of any federal, state, municipal or other governmental agency, acts or requests of any governmental officer or agent purporting to act under authority, exhaustion or unavailability or delays in delivery of necessary materials and equipment, or other matters or conditions beyond the control of Lessee, whether or not similar to the matters or conditions herein specifically enumerated. It is expressly understood and agreed, notwithstanding any other provision of this lease inconsistent herewith, that all of Lessee's operations under this lease, including (but without limiting the generality hereof) the drilling and spacing of wells and the manner and rate of producing oil and/or gas therefrom, shall be conducted in accordance with any applicable law, whether now or hereafter enacted, of the United States and/or of the state in which said land is situated, and/or of any county or municipality or other governmental authority, and in accordance with regulations prescribed and/or orders issued under any such law, and, in the absence of any such law, may be conducted in conformity with any recommendation or request made in writing or published by any governmental authority or agency, or in accordance with any plan or program of conservation or curtailment voluntarily followed by producers of crude oil in said state generally. Drilling and producing operations hereunder may also be suspended while the price offered generally to producers in the same vicinity for oil of the quality produced from said land is seventy-five cents or less per barrel at the well, or when there is no available market for the same at the well.

14. Lessee shall pay all taxes on its improvements and all taxes on its oil stored on said land. Lessor agrees to pay all taxes and assessments levied against the land as such and against Lessor's improvements thereon, except that Lessee shall pay five-sixth (5/6) of the increase of taxes on such portion of said lands as remain subject to this lease, when such increase is caused by the discovery of oil or gas thereon, whether assessed upon said land as increased valuation or as petroleum mineral rights, or otherwise, and whether assessed against Lessee or Lessor, and Lessor agrees to pay the remaining portion of such increased assessment. In the event the United States, the state, county, municipality or other governmental authority or agency levies a license, severance, production or other tax on the oil or gas produced hereunder, or on Lessee's right to operate on said land, then and in that event Lessee agrees to pay five-sixth (5/6) of said tax and Lessor agrees to pay one-sixth (1/6) of said tax.

15. Lessee agrees not to drill any well on said land within one hundred fifty feet (150') of the now existing buildings thereon without the written consent of Lessor. Lessee agrees to pay all damages to crops, trees (including injuries suffered through prevention of cultivation, irrigation and maintenance thereof by usual methods), fences, pipe lines, canals, buildings and other improvements upon said land caused by Lessee's operations hereunder. Whenever required by Lessor in writing Lessee shall fence all sump holes or other openings to safeguard livestock on said land.

16. Lessor may at all reasonable times examine said land, the work done and in progress thereon, and the production therefrom, and may inspect the books kept by Lessee in relation to the production from said land, to ascertain the production and the amount saved and sold therefrom. Lessee agrees, on written request, to furnish to Lessor a copy of the driller's log of all wells drilled by Lessee on said land.

17. All labor to be performed and materials to be furnished in the operations of Lessee hereunder shall be at the cost and expense of Lessee, and Lessor shall not be chargeable with, or liable for, any part thereof; and Lessee shall protect said land against liens of every character arising from its operations thereon.

18. Lessor shall have the right to occupy or to lease the surface of said land for residential, business, agricultural, horticultural or grazing purposes to such an extent as will not interfere with the proper operation of the lease for oil or gas. Lessee agrees to conduct its operations so as to interfere with the use of said land for residential, business, agricultural, horticultural or grazing purposes as little as is consistent with the economical operation of the property for oil or gas.

19. On the expiration of this lease, or if sooner terminated, Lessee shall quietly and peacefully surrender possession of said land to Lessor and deliver to Lessor a good and sufficient quitclaim deed for said land and, so far as practicable, shall cover all sump holes and excavations made by it and clear the land of all debris placed thereon by Lessee and restore the surface of the land as nearly as practicable to the condition in which it was received. In the event of abandonment of any well by Lessee, Lessor may, if he so desires, retain such abandoned well as a water well by notifying Lessee to that effect prior to the abandonment of such well, and thereupon Lessee shall leave the surface casing in the well and Lessor shall pay to Lessee fifty per cent (50%) of the original cost of such casing on the ground.

20. All oil containing more than 3% of water and basic sediment, at Lessee's option, shall be dehydrated, and the cost of dehydration shall be paid by Lessor in proportion to his royalty interest therein at the actual cost thereof, or, if Lessee dehydrates the oil, the cost shall be 5¢ per barrel. No correction for gravity shall be made for the water and basic sediment content, when the said content does not exceed 3%.

21. All sampling, testing, gauging, measuring and the taking of gravities which may be required to be done by Lessee in order to determine the gravities and non-petroleum substances contained in the oils referred to herein, shall, at the option of Lessee, be taken, done, and performed by any method or process generally regarded in the industry where the work is to be done as reliable and in accordance with good practice.

22. Upon the violation of any of the terms or conditions of this lease by Lessee and the failure to begin to remedy the same within sixty (60) days after written notice from Lessor so to do and thereafter diligently and in good faith to prosecute the remedying of such default, then, at the option of Lessor, this lease shall forthwith cease and terminate and all rights of Lessee in and to said land shall be at an end, saving and excepting as to any and all wells producing or being drilled and in respect to which Lessee shall not be in default, together with an area surrounding each such well which shall, at the time of such default, be equivalent to the number of acres by which the minimum number of wells to be drilled under this lease is determined pursuant to the provisions of paragraph 8 hereof as to oil wells, but not less than forty (40) acres as to oil wells, and paragraph 9 hereof as to gas wells, but not less than six hundred forty (640) acres as to gas wells, and saving and excepting rights of way necessary for Lessee's operations, provided, however, that Lessee may at any time after such default, and upon payment of the sum of Ten Dollars ($10.00) to Lessor as and for fixed and liquidated damages quitclaim to Lessor all of the right, title and interest of Lessee in and to the leased lands in respect to which it has made default, and thereupon all rights and obligations of the parties hereto one to the other shall cease and terminate as to the premises quitclaimed, except the obligation to pay rents or royalties theretofore accrued, and the obligations of paragraphs 15 and 19 hereof as applied to the area so quitclaimed.

23. All royalties and rents payable in money hereunder may be paid to Lessor by mailing or delivering a check therefor to Lessor at address hereinbelow, its successors and assigns, herein designated by Lessor as depository, Lessor hereby granting to said depository full power and authority on behalf of Lessor, his heirs, executors, administrators, successors and assigns, to collect and receipt for all sums of money due and payable from Lessee to Lessor hereunder. No change in the ownership of the land or minerals covered by this lease, and no assignment of rents or royalties shall be binding on Lessee or said depository until it has been furnished with satisfactory written evidence thereof.

24. Lessor agrees that he will promptly examine each and all statements and remittances forwarded by Lessee to him hereunder and promptly advise Lessee of any objection thereto, and it is further agreed that upon the failure of Lessor to so object to such statements and remittances within six (6) months of the receipt thereof by Lessor such statements and payments shall thereupon become conclusive and binding upon both parties.

25. Lessor hereby agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, trust deeds, realty sales contracts, or other liens existing, levied or assessed on or against said land; and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, trust deed, realty sales contract, tax, or other lien, any royalty or rentals accruing hereunder.

26. The words "drilling operations" as used herein shall be held to mean any work or actual operations undertaken or commenced in good faith for the purpose of carrying out any of the rights, privileges or duties of Lessee under this lease, followed diligently and in due course by the construction of a derrick and other necessary structures for the drilling of an oil or gas well, and by the actual operation of drilling in the ground.

27. The term "market value" as used in this lease shall be applied to the particular product at its point of production and shall be deemed to be the actual sales price when sold to third parties or the current available posted or published price in the field (as posted or published by Lessee or other responsible purchasing companies for products of like quality and quantity) when purchased by Lessee.

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28. Lessee may at any time quitclaim this lease in its entirety or as to part of the acreage covered thereby and thereupon Lessee shall be released from all further obligations and duties as to the area so quitclaimed, and all rentals and drilling requirements shall be reduced pro rata. All lands quitclaimed shall remain subject to the easements and rights of way hereinabove provided for. Except as so provided, full right to the land so quitclaimed shall revest in Lessor, free and clear of all claims of Lessee, except that Lessor, his successors or assigns, shall not drill any well on the land quitclaimed, or on land in respect to which this lease shall otherwise terminate, within three hundred thirty feet (330') of any producing or drilling well retained by Lessee.

29. If this lease shall be assigned as to a particular part or as to particular parts of said land, such division or severance of the lease shall constitute and create separate and distinct holdings under the lease of and according to the several portions of said land as thus divided, and the holder or owner of each such portion of said land shall be required to comply with and perform Lessee's obligations under this lease for, and only to the extent of, his portion of said land, provided that nothing herein shall be construed to enlarge or multiply the drilling or rental obligations, and provided further that the commencement of the drilling operations and the prosecution thereof, either by Lessee or any assignee hereunder, shall protect the lease as a whole.

30. Any notice from Lessor to Lessee must be given by sending the same by registered mail addressed to Lessee at 10541 E. Whittier Blvd., Whittier, California 90606, and any notice from Lessee to Lessor must be given by sending the same by registered mail, addressed to Lessor, County Clerk, P. O. Box 1030, Woodland, California 95695. For the purpose of this section, either party may change its address by written notice to the other. Any quitclaim and surrender from Lessee to Lessor of this lease in its entirety or as to part of the acreage covered thereby may be made to Lessor, his successors and assigns in the ownership of the land quitclaimed, as they may be entitled thereto, and shall be completely effective for all purposes when deposited by Lessee in the United States post office as registered mail, with postage thereon fully prepaid, and addressed to Lessor at the address provided for in this paragraph. Such mailing of such quitclaim and surrender shall be deemed complete delivery thereof to Lessor, his successors and assigns. If this lease is recorded Lessee shall also cause a duplicate original of such quitclaim and surrender to be recorded in the office of the county recorder of the county in which said land is located with instructions to the county recorder to return the same to Lessee after it has been recorded.

31. Any payment due from Lessee to Lessor may be made by good and valid check or draft payable to Lessor or depository herein named. Payment of royalties shall be made on or before the 25th day of each calendar month for the preceding month.

32. Lessor hereby grants to Lessee or to Lessee's nominee, for Lessee's benefit, permission to conduct geophysical surveys on said land provided that Lessee or Lessee's nominee shall pay Lessor for any damage to person or property, including damage to water wells located on said land, resulting from the making of such surveys; provided further, that claim therefor is made by Lessor within ninety (90) days from the date such survey or surveys are completed.

33. Lessee is hereby given the right at its sole option to combine or pool this lease, including Lessor's interest herein, and all the oil and gas rights in the land hereby leased, or any portion thereof, with any other lease or leases and the oil, gas and royalty rights in and under any other tract or tracts of land, or parts thereof, regardless of ownership thereof, situated in the section in which the above described lands are located or in any other contiguous or adjacent section or projected section if there be no government survey, so as to create by such combining or pooling one or more operating units for the production of oil, gas or other hydrocarbon substances. Such right may be exercised from time to time at any time prior to sixty (60) days after completion of a well for the production of oil or gas on the particular area to be pooled. No operating unit so created shall exceed 40 acres in area for oil development and operating purposes, or 660 acres in area for gas development and operating purposes. Such an operating unit shall be created hereunder and shall become effective upon the execution by Lessee in writing of a "Declaration of Pooling" which shall identify and describe the pooled acreage. Written notice of such declaration shall be given to Lessor. In the event production of oil, gas or other hydrocarbon substances is obtained from any such operating unit or units created hereunder there shall be allocated to land hereby leased and included in such operating unit, regardless of whether or not such production is from any part of the lands hereby leased, that portion of the production from such unit that the number of acres, validly leased hereby and included in such operating unit, bears to the total number of acres included in any such unit, and the royalties and payments (other than delay rentals under paragraph 6 hereof) herein provided for shall be calculated on the portion of such production so allocated to lands hereby leased, and shall be paid in the same manner and subject to the same terms and conditions as other royalties and payments herein provided for, and such portion of said royalties and payments shall be in lieu of any other royalties and payments which would accrue to Lessor hereunder on account of production of oil, gas or other hydrocarbon substances from any part or parts of the lands hereby leased which are included in any such operating unit created pursuant hereto, and in lieu of the taxes provided to be paid by Lessor under paragraph 14 hereof (other than taxes on the land as such) Lessor shall bear and pay one-sixth (1/6) of his proportionate share of such taxes on such operating unit and the production therefrom in the same proportion as production is allocated to Lessor's land in such unit. Upon the pooling of less than all of the land hereby leased, as above provided, this lease shall be severed and shall be considered as separate and distinct leases on separately pooled acreage and on unpooled acreage, as the case may be, and the term of this lease and all the rights and obligations of Lessee under this lease shall apply separately to separately pooled acreage and to unpooled acreage under this lease. Any act or obligation required by this lease to be performed or fulfilled by Lessee with respect to the acreage included in any such operating unit shall be deemed fully performed, fulfilled and effective by the performance or fulfillment of such act or obligation upon or with respect to any part of such operating unit. Any part of the lands hereby leased not pooled into an operating unit shall be and remain subject to the terms and conditions of this lease unaffected by the pooling of any other part or parts of said land, or by operations on any such operating unit. Lessee may at any time quitclaim to the persons entitled thereto all or any part of the land in an operating unit and thereupon Lessee shall be released from all further obligations and duties as to the area of such operating unit so quitclaimed and all drilling requirements thereon shall be reduced pro rata, and no further quitclaim shall be required among owners of land in the operating unit to terminate leases on quitclaimed land in so far as the interest of such owners in such operating unit is concerned; provided, however, that the initial portion of production from an operating unit so allo-

cated to lands hereby leased shall remain unchanged notwithstanding the surrender by Lessee of less than all of the land pooled into such unit, except:

(1) that after the surrender by Lessee of less than all of the land included in an operating unit, if the owner of such surrendered land shall commence or cause to be commenced the drilling of a well for oil or gas on such surrendered land, or any part thereof, thereupon and forever thereafter such surrendered land shall cease to participate in production from that part of such operating unit retained by Lessee;

(2) that land lost or quitclaimed by Lessee because of loss or failure of title for any cause beyond Lessee's control shall be removed from the operating unit and shall not thereafter participate in production;

(3) whenever quitclaimed land, or land on which title is lost, within an operating unit shall cease to participate in production as above provided, production from that portion of the operating unit retained by Lessee shall thereafter be allocated, on the basis hereinabove provided, only to the remaining land in the operating unit entitled to participate in production.

Lessee shall not be liable to any party for reduction of the acreage content of any operating unit resulting from loss of title for any cause beyond its control and in such event Lessee shall have the right to cancel any such unit. Lessee shall not be obligated to make any retroactive apportionment of royalties or payments in the event of any reduction in participation in production or in acreage content of an operating unit as above provided. In case any action is brought at law or in equity by persons claiming title to any land in an operating unit in hostility to the Lessors from whom Lessee holds a lease on such land, then during the pendency of said action, until the final decision thereof, Lessee may discontinue operations upon the land in controversy, or if it operates wells thereon, may impound royalties accruing from production thereon until the ownership thereof is finally determined. Lessee shall not be required to drill any offset well on that part of the land hereby leased pooled into an operating unit to offset any other well drilled on the acreage pooled into such unit.

34. This lease may be executed in any number of counterparts, by any person having an interest in said land, with the same effect as if all Lessors herein were named as Lessor in one document and had all signed the same document. All counterparts shall be construed together and shall constitute one lease. The failure of any person owning an interest in said land to execute a counterpart hereof, or the failure of any person named as Lessor in any counterpart to execute the same, shall not affect the binding force of this lease as to those who have executed or shall execute a counterpart hereof.

35. This lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

LESSOR

COUNTY OF YOLO

By: Lucyle J. Thompson

By: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

LESSEE

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FLEET OIL CO.

By: [signature] Vice President

By: [signature] Vice President

STATE OF CALIFORNIA }
COUNTY OF } ss.

On this ..... day of ....., 19 ....., before me, the undersigned, a Notary Public in and for said County and State, personally appeared ....., known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of ....., a corporation, and acknowledged to me that he subscribed the name of ..... thereto as principal, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

.....
Notary Public in and for said County and State.

STATE OF CALIFORNIA }
COUNTY OF } ss.

On this ..... day of ....., A.D., 19 ....., before me, ..., a Notary Public in and for said County and State, personally appeared ....., known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

.....
Notary Public in and for said County and State.

STATE OF CALIFORNIA }
COUNTY OF } ss.

On this ..... day of ....., A.D., 19 ....., before me, the undersigned, a Notary Public in and for said County and State, personally appeared ....., known to me to be the person whose name is subscribed to the within Instrument as subscribing witness thereto, who, being duly sworn, deposes and says: that he resides in ....; that he was present and saw ..... personally known to him to be the same person whose name subscribed to the within and annexed Instrument, execute and deliver the same; that he acknowledged to affiant that he executed the same and requested affiant to sign as subscribing witness and thereupon affiant subscribed his name thereto as such subscribing witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

.....
Notary Public in and for said County and State.

B-A

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On August 1, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared TWYLA J. THOMPSON, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
DOLORES MOE
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires April 28, 1978

Dolores Moe
Notary Public in and for said State.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On ....., 19....., before me, the undersigned, a Notary Public in and for said State, personally appeared ....., known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposes and says: That he resides in .....; that he was present and saw .....

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personally known to him to be the same person whose name subscribed to the within and annexed Instrument, execute and deliver the same; that he acknowledged to affiant that he executed the same and requested affiant to sign as a subscribing witness and thereupon affiant subscribed his name thereto as such subscribing witness.

WITNESS my hand and official seal.

Notary Public in and for said State.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On August 11, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared F. S. McGuire, known to me to be the Vice President, and N. T. McKinney, known to me to be the Vice President ~~Secretary~~ of Fleet Oil Co. the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
BETTY L. COOPER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 31, 1981

Betty L. Cooper
Notary Public in and for said State.

STATE OF CALIFORNIA
COUNTY OF ..... } ss.

On ....., 19....., before me, the undersigned, a Notary Public in and for said State, personally appeared ....., known to me to be the ..... President, and ....., known to me to be the ..... of ..... the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State.

Yolo County
Agreement No. 77-179

"Z" Contract No. 279

FILED
AUG 2 01977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

RECEIVED
AUG 2 01977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT FOR OBSERVATION AND TEMPORARY DETENTION IN FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY
(Juvenile Court Wards)

THIS AGREEMENT, made and entered into this 1st day of July, 19 77, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide temporary detention and observation of selected cases assigned by the Court to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

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1. In any case in which:

(a) A minor has been determined by the Juvenile Court of said COUNTY to be a person described by Section 602, Welfare and Institutions Code, and is otherwise eligible for commitment to the Youth Authority, and

(b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation as can be made by the Youth Authority, and

(c) said Court orders that such a minor be placed temporarily in the confinement of the Department of the Youth Authority for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its observations and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such temporary detention and observation and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide temporary detention and observation for such accepted persons for a period not to exceed 90 days. The Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court such observations and recommendations concerning minor's future care, supervision, and treatment. This agreement is limited to such cases deemed by the Court to require observation, study, and temporary detention for preparation of an appropriate diagnostic report. The acceptance of such cases are subject to the availability of beds and the personal approval of the Director of the Youth Authority upon request of the Juvenile Court Judge or Chief Probation Officer only.

5. All such persons while under temporary detention by STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay the STATE the sum of $1,530.00 for each case studied. Such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred.

7. The total amount of this Agreement shall not exceed $10,000.00. Micro Fiched

8. This Agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

9. STATE shall bill the COUNTY quarterly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsbourgh Drive
Sacramento, CA 95823

10. The period of this Agreement is from 7-1-77 to 6-30-78 inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

11. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

12. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service.

The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By George R. Bowler

Title Deputy Director
Management Services Branch

4241 Williamsbourgh Drive
Address

Sacramento, California
City State

95823
Zip Code

COUNTY OF YOLO

By Twyla J. Thompson

Title TWYLA J. THOMPSON, Chairman
Board of Supervisors, County
of Yolo, State of California

Address Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695
City State

Zip Code

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I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and the Department of General Services' approval per Exemption Notice No. 406.

Bureau Chief
Management Services Branch

Approved as to Form
Dated
County Counsel of Yolo County, Deputy

DGS Approval not Required
Per SAM Section 1206
DYA Appd 8/16/77

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

Yolo County
Agreement No. 77-180.

"CR-J" Contract No. 150

RECEIVED
AUG 2 0 1977
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

JUVENILE COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July, 1977, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Insitutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

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NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

(a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

(b) said Court concludes that a disposition of the case in the best interest of the minor requires such treatment and diagnosis as can be made at a Youth Authority facility, and

(c) said Court orders that such a minor be placed temporarily in such a facility for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

FILED
AUG 2 0 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision, and treatment.

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of $1,410.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

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7. The total amount of this agreement shall not exceed $10,000.00.

8. This agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

9. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsbourgh Drive
Sacramento, California 95823

10. The period of this Agreement is from 7-1-77 to 6-30-78, inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

11. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By George J. Roberts

Title Deputy Director
Management Services Branch

4241 Williamsbourgh Drive
Address

Sacramento, California
City State

95823
Zip Code

COUNTY OF YOLO

By Twyla J. Thompson

Title TWYLA J. THOMPSON, Chairman
~~Board of Supervisors, County~~
of Yolo, State of California

Address Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695
City State

Micro Fiched

Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 407.

Bureau Chief
Management Services Branch

Approved as to Form
Dated .....
County Counsel of Yolo County By Deputy

DGS Approval not Required
Per SAM Section 1206
DYA Appd. 8/16/77

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

FILED

AUG 30 1977

LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

Yolo County
Agreement No. 77-181

"CR-A" Contract No. 187

CRIMINAL COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July, 1977, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

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1. In any case in which:

   (a) A Court of criminal jurisdiction has determined that the person comes within the provisions of Section 1731.5, and such a person is otherwise eligible for commitment to the Youth Authority, and

   (b) said Court concludes that a proper disposition of the case requires such observation and diagnosis as can be made at a Youth Authority facility, and

   (c) said Court orders that such person be placed temporarily in such a facility for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 1731.6 and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

RECEIVED
AUG 30 1977
LAURENCE P. HENIGAN, Clerk
By
Deputy

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.

5. All such persons while under temporary detention by STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of $1410.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

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7. Notwithstanding the provisions of Subdivision (a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

8. The total amount of this agreement shall not exceed $10,000.00.

9. This agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

10. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsbourgh Drive
Sacramento, CA 95823

11. The period of this Agreement is from 7-1-77 to 6-30-78, inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

12. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

13. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By _____

Title Deputy Director
Management Services Branch

4241 Williamsbourgh Drive
Address

Sacramento, California
City State

95823
Zip Code

COUNTY OF YOLO

By _____

Title TWYLA J. THOMPSON, Chairman
Board of Supervisors, County of Yolo, State of California

Address YOLO COUNTY COURTHOUSE
P.O. Box 1098
Woodland, California 95695
City State

Zip Code

Micro Fiched

Approved as to Form

Dated .....

County Counsel of Yolo County

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 407.

Bureau Chief
Management Services Branch

DGS Approval not Required
Per SAM Section 1206
DYA Appd. 5/32/77

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-182

THIS AGREEMENT made and entered into this 19th day of July, 1977, by and between ASA J. MORRIS, hereinafter called "LANDLORD", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "TENANT".

W I T N E S S E T H:

1. The parties heretofore enter into a lease dated October 2, 1972, known as Yolo County Agreement No. 72-240, as to certain premises known as the Old Post Office Building in the town of Knights Landing, more particularly described therein.

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2. Said lease, Yolo County Agreement No. 72-240, granted TENANT a renewal option for an additional term of five (5) years, from and after the expiration of the original term. It provided that rent for the additional term shall be determined by negotiation.

3. TENANT has exercised its renewal option and the parties hereto wish to acknowledge that exercise and determine the rent for the additional term.

4. LANDLORD and TENANT hereby acknowledge that the TENANT, County of Yolo, has exercised the option granted to it by Yolo County Agreement No. 72-240 in accordance with the terms thereof.

5. It is further agreed that the rent payable for the term of five (5) years commencing on August 1, 1977, is as follows:

(a) The sum of ONE HUNDRED SIXTY ($160) DOLLARS per month, payable on the first day of each month.

(b) In addition thereto, upon the presentation of a

paid tax bill therefor, TENANT shall pay to LANDLORD the sum of which the ad valorem real property tax levied on the premises for any year exceeds THREE-HUNDRED-SEVENTY-FIVE DOLLARS AND SIXTY-EIGHT CENTS ($375.68).

6. In all other respects, the provisions of Yolo County Agreement No. 72-240 are hereby ratified and conferred.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Micro Fiched

ASA J. MORRIS

A. J. Morris

COUNTY OF YOLO, a political subdivision of the State of California

Zunda J. Thomson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

YOLO COUNTY AGREEMENT NO. 77-183-A

Lease/Rental Agreement Supplement For State And Local Government (Copier Annual Plan/Fiscal Term)

FILED
JUL 1 1977
LAURENCE P. HENRICH, Clerk
By Deputy

Customer's fiscal year is 7/1/77 through 6/30/78

This Supplement amends the attached Lease/Rental Agreement as follows:

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Each machine will be initially installed for a Lease Contract Period of twelve (12) months or from day of installation through the last day of the Customer's fiscal year.

The Monthly Lease Charge, the usage included in the Monthly Lease Charge, the Maximum Monthly Charge and the Monthly Use Charge Rate will be those in the applicable State and Local Government Price List in effect on the Commencement Date of the Lease Contract Period.

The Monthly Lease Charge, the usage included in the Monthly Lease Charge, the Maximum Monthly Charge and the Monthly Use Charge Rate will be those in the applicable State and Local Government Price List in effect on the Commencement Date of the Contract Period Extension.

If cancellation occurs at any time other than the end of the Customer's fiscal year and for other than lack of funds, the Customer agrees to pay the Termination Charges specified on the first page of the Lease/Rental Agreement.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By [signature]

Title Account Representative

Date 6/19/77

Yolo General Hosp. t.l
(Customer Name)

By [signature]

Title TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California

Date 7-19-77

Approved as to Form

Dated

County Counsel of Yolo County

Z1140-2170
U/M 25

EL-274 Yolo County Agreement No. 77-103

Lease/Rental Agreement

Item No.	(A) Qty	Type	DESCRIPTION Complete The Description In Machine Type And Device Code Sequence (Provide Serial Number And Meter Reading, If Installed).	Lease or Rent (L/R)	Periods: Base Term (Mos)	Periods: Extension (Mos)	Per Unit Charges: (B) Monthly Lease/Rental Charge	Per Unit Charges: (C) Service Zone Charge (Initial)	Upper Limit %
1	1	6801	SERIAL # 0509274					e	5

FILED
JUL 7 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

Combined Monthly Lease/Rental Charge (Excluding Applicable Taxes, Destination Charge, And Monthly Use Charge) Multiply (A) By The Sum Of (B) + (C) Then Add All Lines

Item No (Above)	Per Unit: Monthly Use Charge Machines: (D) Usage Volume Included In (B)	Monthly Use Charge Rate For Volume In Excess Of (D)	Maximum Monthly Charge	Purchase Option: Purchase Price	Purchase Option %	Maximum Accrual Period (Mos)	Maximum Purchase Accrual %	Termination Charge: %	Termination Charge: Mos (Basic/Ext)	Destination Charge: Qty (A) X Destination Charge Per Machine (From IBM Location)
1				13,800 00	1/0	36	80	25		←

Approved as to Form
Dated .....
County Counsel of Yolo County

- Monthly Use Charge Based Upon Usage Volume Determined From Meter Reading.
- Maximum Monthly Charge Based Upon Monthly Usage Volume At A Level Beyond Which There Will Be No Additional Monthly Use Charges (Excluding Service Zone Charges).

Trade-In Equipment

Micro Fiched

Qty.	Description (Include any physical deductions due to machine condition. IBM may reduce the trade-in allowance if equipment is not in substantial working condition.)	Serial Number	Trade-In Net Allowance
		Total Allowance	

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By [illegible]
DEPUTY COUNTY COUNSEL

Escrow Payment (Bears no interest and will apply to final amounts due IBM as described herein).

Three Months Monthly Lease/Rental Charges (Including Applicable Taxes And Service Zone Charges)

I UNDERSTAND THAT IF I HAVE SELECTED A LEASE CONTRACT PERIOD OR EXTENSION FOR A MACHINE, I AM OBLIGATED TO LEASE THE MACHINE FOR THE LEASE CONTRACT PERIOD OR EXTENSION. IF SUCH PERIOD OR EXTENSION IS TERMINATED BEFORE ITS EXPIRATION DATE, I AGREE TO PAY THE TERMINATION CHARGES SET FORTH IN THIS AGREEMENT.

FOR MACHINES OTHER THAN COPIERS I UNDERSTAND THAT, IF I HAVE SELECTED A RENTAL CONTRACT PERIOD, I AM OBLIGATED TO RENT THE MACHINE FOR A SIX MONTH MINIMUM RENTAL PERIOD.

Customer's Initials

THE TERMS AND CONDITIONS ATTACHED ARE A PART OF THIS AGREEMENT

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

International Business Machines Corporation

Please Type or Print all information except signature.

Branch Office Address: 520 Capitol Mall
City and State: Sacramento, Ca
By (IBM Representative's Signature): [illegible]
Date: 6/16/77
By (IBM No.): 335
Zip Code: 95814

Customer Name: Yolo General Hospital
Address: 1030 Bronza Street
City and State: Woodland, Calif
Zip Code: 95695
Customer's Signature: X [illegible]
Date: 7-1-77
Title:
Signed By — Title:

Z 140-2167
U/M 25

THIS IS NOT AN INVOICE. PLEASE DO NOT PAY UNTIL INVOICED.

Acceptance of this Agreement by IBM is conditioned upon (1) a satisfactory audit report on the Customer and (2) with regard to the data shown on the Initial Agreement Data, the receipt of any machine(s) error or deviation from IBM's customer inquiry and terms. Unless advised to the contrary within 30 days after the closing of this Agreement, the Customer may consider this Agreement to have been accepted by IBM in written and to be in full force and effect as of the date signed by IBM.

The term "machines" as used in this Agreement refers to machines and/or their model upgrades and features unless the context requires individual reference to model upgrades and features.

CONTRACT PERIOD

IBM will determine the Lease or Rental Contract Period or Periods, for which each machine is eligible. The Customer may select the Lease or Rental Contract Period for each machine from the alternatives available.

LEASE CONTRACT PERIOD

A Lease Contract Period has a Commencement Date, a Base Term and an Expiration Date.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is installed, as specified by IBM.

The Commencement Date for a machine already installed under a Rental Contract Period will be the day an Agreement designating a Lease Contract Period and term is signed by IBM.

The Commencement Date of a new Lease Contract Period for a machine already installed under a Lease Contract Period will be the day immediately following the Expiration Date of such Lease Contract Period, provided that a new Agreement is signed by IBM on or before such Commencement Date.

The Expiration Date of a Lease Contract Period is determined by adding the Base Term to the Commencement Date.

A Lease Contract Period may be extended as described in the Section entitled "Lease Contract Period Extension."

RENTAL CONTRACT PERIOD

A Rental Contract Period has a Commencement Date and is of indefinite duration.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is installed, as specified by IBM.

The Commencement Date for an eligible machine already installed will be the day following the Expiration Date of its Lease Contract Period or Extension, provided a new Agreement is signed by IBM on or before such Commencement Date.

Except as set forth in the Section entitled "Increases in Rental Contract Period Monthly Charges," any machine (other than a model or feature change or upgrade) installed under a Rental Contract Period may be discontinued by the Customer at any time after six months from its Commencement Date, provided written notice is received by IBM one month prior to the date of discontinuance.

CHARGES

IBM will determine the Monthly Lease Charge, Monthly Rental Charge and, if applicable, the Monthly Use Charge Rate and Minimum Monthly Charge for the Lease or Rental Contract Period or Periods for which each machine is eligible. Such charges and rate will be specified on the first page of the Agreement.

The Monthly Use Charge is determined by multiplying the Monthly Use Charge Rate by the volume of usage as determined from the meter for a particular month in excess of the volume of usage in the Monthly Lease or Rental Charge.

The Minimum Monthly Charge is the sum of the Monthly Lease or Rental Charge and the Monthly Use Charge at a usage volume level beyond which there will be no additional Monthly Use Charges.

The Customer agrees to pay the applicable Charges for each machine.

Charges for each machine will begin on the Commencement Date of its Lease Contract Period or Extension or Rental Contract Period.

METER READINGS

IBM will install and maintain its meters for machines with Monthly Use Charges. The Customer agrees to furnish a monthly report to IBM showing the meter reading for each machine as of the close of business on the day of each calendar month. The Customer agrees not to interfere with the proper operation of the meters.

INCREASES IN LEASE CONTRACT PERIOD MONTHLY CHARGES

NON MONTHLY USE CHARGE MACHINE

For each year of a Lease Contract Period for a machine beginning with the Commencement Date, and thereafter with each Anniversary Date, there will be a maximum Total Monthly Charge (Upper Limit) for that year. For machines that do not have a specified Monthly Use Charge Rate, the Total Monthly Charge will be the Monthly Lease Charge.

The Upper Limit for the first year of the Lease Contract Period is the Total Monthly Charge in effect for a machine on the Commencement Date. The Upper Limit for each succeeding year is calculated by increasing the Upper Limit for the preceding year by an amount which is derived by multiplying the Total Monthly Charge in effect on the Commencement Date by the Upper Limit Percent specified on the first page of this Agreement.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, the Customer may not increase the Total Monthly Charge or the Upper Limit Percent unless written notice of that change is given to the Customer at least three months before the date of shipment. In the event of such an increase, the Customer has the right to end the Agreement for the affected machine within one month of notification of such an increase by IBM.

For a machine which is installed, IBM may increase the Total Monthly Charge upon three months' prior written notice. The Total Monthly Charge will be the lower of (1) the Total Monthly Charge generally in effect for such machine on the Commencement Date specified in the notice for Customers commencing a new Lease Contract Period with the same Base Term or (2) the Upper Limit in effect for that year, and, to the extent that any increase exceeds the applicable Upper Limit, the excess will automatically be effective on ensuing Anniversary Dates.

MONTHLY USE CHARGE MACHINES

For each year of a Lease Contract Period for a machine beginning with the Commencement Date, and thereafter with each Anniversary Date, there will be a maximum Total Monthly Charge (Upper Limit) for that year. For machines that have a specified Monthly Use Charge Rate, the Total Monthly Charge will be the Monthly Lease Charge plus the Monthly Use Charge for each volume of usage.

The Upper Limit for a specified volume of usage during the first year of the Lease Contract Period is the Total Monthly Charge for that volume that would have been in effect for a machine on the Commencement Date. The Upper Limit for a given monthly volume for each succeeding year is calculated by increasing the Upper Limit for that volume for the preceding year by an amount which is derived by multiplying the Total Monthly Charge (Upper Limit) for that volume that would have been in effect on the Commencement Date by the Upper Limit Percent specified on the first page of this Agreement.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, the Customer may not increase the Total Monthly Charge for any volume of usage or the Monthly Use Charge Rate unless written notice of that change is given to the Customer at least three months before the date of shipment. In the event of such an increase, the Customer has the right to end the Agreement for the affected machine within one month of notification of such an increase by IBM.

For a machine which is installed, IBM may increase the Total Monthly Charge by changing the Monthly Lease Charge, the usage increases in the Monthly Lease Charge, the Maximum Monthly Charge and the Monthly Use Charge Rate upon three months' prior written notice. Such increased Total Monthly Charge for any volume will be the lower of (1) the Total Monthly Charge in effect for such volume generally in effect for machines for customers of the same Base Term commencing a new Lease Contract Period with the same Base Term on the date specified in the notice for Customers commencing a new Lease Contract Period with the same Base Term or (2) the Upper Limit in effect for that year for that volume, and, to the extent that any increase exceeds the applicable Upper Limit, the excess will automatically be effective on ensuing Anniversary Dates.

The Upper Limit Percent specified in the Agreement will not be increased during the Lease Contract Period.

The Total Monthly Charge for a model upgrade or feature addition may be increased by IBM in the same manner and in accordance with the same Upper Limit calculations as for machines and pursuant to the provisions set forth in the Section entitled "Machine Modifications."

Except as provided in this Section and in the Section entitled "Lease Contract Period Extension," all changes affecting the Total Monthly Charge and Upper Limit Percent will become effective on the date specified in the notice of such change.

INCREASES IN RENTAL CONTRACT PERIOD MONTHLY CHARGES

For a machine under a Rental Contract Period, IBM may increase the Monthly Rental Charge, the Monthly Use Charge Rate, Maximum Monthly Charge, or percentage of usage included in the Monthly Rental Charge upon three months' prior written notice. The Customer may accept the new charges included in such notice or end the effective date of the change upon one month's prior written notice. Otherwise, the change will become effective as specified.

DESTINATION CHARGES

All Destination Charges for each machine, model change or feature, both from and to IBM locations, and any rigging charges will be paid by the Customer in accordance with IBM's then current shipping and billing practices.

APPLICABLE TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of property taxes and taxes based on net income.

ESCROW PAYMENT

In the event IBM requires the Customer to make a three month advance payment, such payment will be held in escrow. Such payment will not bear interest and will be applied only (a) to the Customer's last three monthly payments under the Agreement, (b) toward the purchase option price, or (c) in the case of a termination (default by the Customer, toward any unpaid amounts then due IBM. Any remaining balance will be refunded to the Customer.

LEASE CONTRACT PERIOD EXTENSION

The Customer may extend a Lease Contract Period for a machine any number of times for the Extension Period shown on the first page of the Agreement and one time for a period of less than one year. The Commencement Date of the Extension will be the day following the Expiration Date of the Lease Contract Period or Extension then in effect.

The charges, terms and conditions for the ensuing Extension will not be changed by IBM from the date three months prior to the Commencement Date of such Extension through its Expiration Date. Prior to the Expiration Date of a Lease Contract Period or Extension, IBM will provide the Customer with a statement of all such charges, terms and conditions for the ensuing Extension.

The Extension for each machine will continue automatically unless the Customer notifies IBM in writing on or before the Expiration Date of the Lease Contract Period or current Extension that the Customer elects one of the following choices, as available:

a. to extend for a period of less than one year at the end of which time the machine will be deemed to have been placed under a Rental Contract Period unless otherwise agreed;

b. to execute an Agreement for a new Lease Contract Period;

c. to execute an Agreement for a Rental Contract Period; or

d. to purchase the machine.

In addition, the Customer may discontinue a machine effective on the Expiration Date of a Lease Contract Period or Extension upon one month's prior written notice.

MACHINE MODIFICATIONS

Upon the Customer's written request, IBM will make field installable model or feature changes to a machine installed under this Agreement. Such machine modifications shall be subject to the applicable provisions of this Agreement.

MODEL UPGRADES AND FEATURE ADDITIONS

Under the Lease Contract Period or Extension, the model upgrade or feature addition will be installed at IBM's applicable Monthly Lease Charge and Monthly Use Charge Rate, if any, then generally in effect for new orders for such model upgrade or feature having the same Base Term as the machine. If such model upgrade or feature is installed under that Lease Contract Period or Extension, it will assume the balance of the Lease Contract Period of the installed machine.

The model upgrade or feature addition will assume the same Anniversary Date (but not the same Commencement Date) and Upper Limit Percent as the installed machine for purposes of determining future increases in the Monthly Lease Charge and any applicable Monthly Use Charge Rate.

Each model upgrade or feature addition to a machine installed under a Rental Contract Period may only be placed under such Rental Contract Period and will be invoiced at IBM's Monthly Rental Charge and Monthly Use Charge Rate, if any, then in effect.

The Commencement Date for a model upgrade or feature addition will be the day (Monday through Friday) following the day that the model upgrade or feature addition is installed, as specified by IBM.

MODEL DOWNGRADES AND FEATURE DISCONTINUANCES

A model downgrade is defined as a model change which results in a decrease in the Monthly Lease Charge or Monthly Rental Charge.

The downgrade of a model or discontinuance of a feature prior to the Expiration Date of its Lease Contract Period or Extension will be subject to the provisions of the Section entitled "Termination Charges."

There will be no Termination Charge for the downgrade of a model or discontinuance of a feature installed under a Rental Contract Period.

DISCONTINUANCE NOTICE

The Customer may discontinue any machine or any feature or request a model downgrade upon one month's written notice given at any time after installation, subject to the Sections entitled "Limitation of Charges," "Termination Charges," and "Rental Contract Period."

TERMINATION CHARGES

The Customer will pay as a Termination Charge, upon termination of a Lease Contract Period or Extension for a machine prior to the Expiration Date of such Lease Contract Period or Extension, the lesser of:

a. the Termination Charge Percent specified in the Agreement multiplied by the (remaining Contract) value, or

b. the applicable Termination Charge Months specified in the Agreement multiplied by the applicable Monthly Lease Charge value as of the date of termination.

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the Customer and IBM. IBM may not increase the Termination Charge Percent or the Termination Charge Months unless written notice shall have been given to the Customer at least three months before the date of shipment. For a machine which is installed, IBM may not increase such Percent or Months during a Lease Contract Period.

Return of a machine to IBM upon the Customer's request during a Lease Contract Period or Extension for any reason, including machine replacement for model or feature changes which are not field installable or due to the Customer's failure to comply with any of the terms and conditions of this Agreement, shall be a termination for purposes of this Section.

Termination Charges are not applicable when the Customer exercises the option to purchase under the provisions of the Section entitled "Purchase Option."

PURCHASE OPTION

The Customer may elect to purchase a machine installed under a Lease Contract Period or Extension by executing an applicable IBM purchase agreement. Upon request from the Customer, IBM will quote a net purchase option price for such machine including its model upgrades and features as of a specific month that is not more than three months from the date of the request.

The net purchase option price, as calculated for each machine, model upgrade and feature, will be the lower of (1) the Purchase Price stated in the Agreement, as modified in accordance with this Section, less any applicable purchase option credits not to exceed an amount determined by multiplying such credits by the Maximum Purchase Accrual Percent, or (2) IBM's purchase price then generally in effect, less any applicable Customer purchase option credits not to exceed an amount determined by multiplying such purchase price by the Maximum Purchase Accrual Percent. The Maximum Purchase Accrual Percent will be specified on the first page of the Agreement.

The purchase option credits are determined by multiplying

a. the applicable Monthly Lease Charges paid under this Agreement by the Purchase Option Percent specified on the first page of the Agreement, and

b. applicable monthly charges, if any, paid under other IBM agreements by the purchase option percents applicable under those agreements.

For purposes of this calculation, the period during which monthly charges are eligible for purchase option credits is the period during which the machine has been continuously installed but may not exceed the Maximum Accrual Period specified. Eligible monthly charges will be applied in the order in which they are billed. For Copier and Copier II only, Monthly Use Charges will be included with Monthly Lease Charges.

When a machine ceases to be installed under this Agreement, all purchase option credits accrued hereunder with regard to that machine shall expire.

Purchase option credits accrue individually for each machine, model upgrade and feature and only during the accrual period of the machine. Purchase option credits are not transferable to other Customers or to other machines, or among a machine, its models and features.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Purchase Price nor decrease the Purchase Option Percent, Maximum Purchase Accrual Percent or Maximum Accrual Period unless written notice shall have been given to the Customer at least three months before the date of shipment.

For a machine which is installed, IBM may increase the Purchase Price immediately upon written notice. Subject to Upper Limits determined in the same manner as for Total Monthly Charges as described in the Section entitled "Increases in Lease Contract Period Monthly Charges."

The Purchase Option Percent, Maximum Purchase Accrual Percent and Maximum Accrual Period for a machine will not be decreased during a Lease Contract Period.

The Customer may elect to purchase a machine installed under a Rental Contract Period by executing an applicable IBM purchase agreement at IBM's then applicable purchase price for such machines.

SHIPMENT

IBM agrees to schedule each machine for shipment in accordance with IBM's applicable shipment sequence and will notify and amend as necessary the Customer's schedule. Prior to shipment, IBM will make reasonable accommodation to a delay requested by the Customer.

ALTERATIONS AND ATTACHMENTS

An alteration is defined as any change to an IBM machine which deviates from IBM's physical, mechanical or electrical machine design whether or not additional devices or parts are required. An attachment is defined as the mechanical, electrical or electronic interconnection to an IBM machine of non-IBM equipment and devices not supplied by IBM.

An alteration to a machine may be made upon prior written notice to IBM. An attachment to a machine may be made without notice to IBM.

The Customer agrees to accept the responsibility for making any such alteration or attachment, its use and the results obtained therefrom, and to pay all charges related to the alteration or attachment as described in the Section entitled "Maintenance Service." The Customer further agrees to remove any alteration or attachment and to restore the machine to its normal, unaltered condition prior to its return to IBM, or upon notice from IBM that the alteration or attachment creates a safety hazard or renders maintenance of the machine impractical.

MAINTENANCE SERVICE

IBM will provide maintenance service to keep each machine in or restore it to good working order and will make all necessary adjustments, repairs and parts replacements. For this purpose IBM shall have full and free access to the machine. The Customer agrees to provide a suitable installation environment as prescribed by IBM. The Customer also agrees to make available, for machines with a Lease Charge, a key operator for training purposes and to notify IBM of any change in key operator assignment.

The Customer agrees to pay at IBM's applicable time and material rates then in effect all charges for maintenance and other service activities rendered at the Customer's request after IBM's normal business hours and on Saturdays, Sundays and holidays.

The Customer agrees to pay at IBM's applicable time and material rates then in effect all charges for maintenance and other service activities, or to pay for loss of or damage to a machine, caused by (1) use of the machine for other than the purposes for which designed, or (2) alterations and attachments.

The Customer also agrees to pay at IBM's applicable time and material rates then in effect all charges for repair of damage, replacement of parts due to other than normal wear) or repetitive service calls caused by the use of supplies.

SERVICE ZONE CHARGES

When the distance from the machine's location to IBM's nearest Branch Office or Point of Service is greater than 50 miles, Customer agrees to pay IBM at then current Service Zone Charges or travel charges. Travel charges will operate on a round trip basis from the earlier time of IBM's preceding hourly rate. Travel charges will apply if the machine location is not normally accessible by private automobile or scheduled public transportation or if the Customer Engineer is unable to get to and return from the machine location with adequate time in between for machine repair within one day (IBM's normal business hours).

RISK OF LOSS OR DAMAGE

During the period of installation, model change or feature is in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all losses of loss of or damage to the machine, model change or feature except for loss or damage (1) caused by failure to maintain adequate installation conditions as specified by IBM, (2) caused by failure to perform obligations set forth in the Section entitled "Maintenance Service," IBM shall be under no obligation to replace machines if, in IBM's judgment, the risk of further loss or damage is excessive.

WARRANTIES

Machines provided under this Agreement may be either machines which are new, manufactured or assembled by IBM from new parts or serviceable used parts which are equivalent to new in performance, or machines which were previously installed.

IBM warrants that each machine, model upgrade or feature addition will be in good working order on the date that it is installed and that it will conform to IBM's official published specifications. Thereafter, IBM will make all adjustments, repairs and parts replacements necessary to maintain the machine in accordance with the provisions stated in the Sections entitled "Maintenance Service" and "Risk of Loss or Damage."

IBM does not warrant that the operation of the machine will be uninterrupted.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS ON COIN OPERATED MACHINES

The Customer agrees that IBM is relieved of any responsibility for loss of cash contained in, dispensed by, or associated with any machine under this Agreement after its delivery to the Customer. It is also agreed that IBM will have no responsibility to provide maintenance service on any such machine which contains cash. It will be the Customer's responsibility to remove and control cash so that IBM can fulfill its warranty and service obligations.

The exception to the above will be when a failure occurs which results in the Customer being unable to remove all cash from the coin operated mechanism prior to service by IBM. In such event, the Customer will assign one of his personnel to be present and to assume the responsibility for removal of the cash once it can be freely removed from the coin operated mechanism.

PATENT INDEMNITY

IBM will defend the Customer against a claim that machines supplied hereunder, or the operation of such machines pursuant to the current unaltered Operating Instructions provided by IBM for such machines, infringes a U.S. patent or that the machine's operation infringes a U.S. Patent. IBM will pay resulting costs, damages and attorney's fees provided that:

a. the Customer promptly notifies IBM in writing of the claim, and

b. IBM has sole control of the defense and all related settlement negotiations.

If such claim has occurred, or in IBM's opinion is likely to occur, the Customer agrees to permit IBM, at its option and expense, either to procure for the Customer the right to continue using the machines or to replace or modify them so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, IBM agrees to take back such machines upon written request by IBM. No Termination Charges will be payable on such returned machines, and the Customer will pay only those charges which were payable prior to the date of such return.

IBM shall have no liability for any claim based upon the combination of machines furnished hereunder with apparatus or devices not furnished by IBM, the use of machines not furnished by IBM, machines supplied hereunder, if such claim would have been avoided by the absence of such alteration. IBM will have no liability for any claim based upon the use of the machines in a manner other than as permitted by the Operating Instructions provided by IBM for such machines, nor shall IBM have any liability for the use of supplies not furnished by IBM if such claim would have been avoided if supplies are a substitute for supplies then available from IBM, and any differences therebetween are irrelevant to the alleged infringement.

The foregoing states the entire obligation of IBM with respect to infringement of patents by the machines or any parts thereof or by the use thereof.

LIMITATION OF REMEDIES

IBM's entire liability and the Customer's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines, model upgrades or features furnished under this Agreement, the Customer's remedy is limited to a monetary or repair of the machine, model upgrade or feature or replacement of its parts. IBM or an IBM's opinion, replacement of the machine, model upgrade or feature or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, as warranted. The Customer shall be entitled to recover actual damages to the limits set forth in this Section. For any other claim concerning performance or non-performance by IBM pursuant to, or any other way related to the subject matter of this Agreement or any order under this Agreement, the Customer shall be entitled to recover actual damages to the limits set forth in this Section.

IBM's liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of $25,000 or twelve Monthly Lease Charges or Monthly Rental Charges for that specific machines that caused the damages or that are the subject matter of or are directly related to the cause of action. Such Charges shall be those for the machines and features that are the basis for the claim. The foregoing limitation of liability will not apply to the payment of cost and damage awards referred to in the Section entitled "Patent Indemnity," or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent Indemnity."

The Customer may discontinue a machine or feature upon thirty days' prior notice. The foregoing limitation of liability will not apply to the payment of cost and damage awards referred to in the Section entitled "Patent Indemnity," or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent Indemnity."

The Customer may discontinue a machine or feature upon thirty days' prior notice. The foregoing limitation of liability will not apply to the payment of cost and damage awards referred to in the Section entitled "Patent Indemnity," or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent Indemnity."

The Customer may discontinue a machine or feature upon thirty days' prior notice. The foregoing limitation of liability will not apply to the payment of cost and damage awards referred to in the Section entitled "Patent Indemnity," or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent Indemnity."

The Customer may discontinue a machine or feature upon thirty days' prior notice. The foregoing limitation of liability will not apply to the payment of cost and damage awards referred to in the Section entitled "Patent Indemnity," or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent Indemnity."

The Customer may discontinue a machine or feature upon thirty days' prior notice. The foregoing limitation of liability will not apply to the payment of cost and damage awards referred to in the Section entitled "Patent Indemnity," or to claims for personal injury caused solely by IBM's negligence.

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GENERAL

This Agreement is not assignable; none of the machines may be sublet, assigned or transferred by the Customer without the prior written consent of IBM. Any attempt to sublet, assign or transfer any of the rights, duties or obligations of this Agreement is void.

Machines under this Agreement are to be used only in the United States, Puerto Rico, Guam and Canal Zone. The Customer agrees to keep IBM informed of the location of each machine. Each machine remains IBM's property and may be removed by IBM at any time after discontinuance of the machine. IBM shall have full and free access to each machine for this purpose.

IBM may, upon three months' prior written notice to the Customer, discontinue a machine or feature or downgrade a model under a Rental Contract Period or any model under a Lease Contract Period or Extension on its Expiration Date. IBM may discontinue a machine or feature for failure of the Customer to comply with any of the terms and conditions of this Agreement applicable to such machine.

The Agreement will be terminated following the discontinuance of all machines and fulfillment of all obligations hereunder.

Subject to the terms of the following paragraph, IBM may, upon twelve months' prior written notice, modify the terms and conditions of this Agreement, except that IBM may, upon three months' prior written notice, modify the terms and conditions of the Section entitled "Charges," "Termination Charges," "Purchase Option," "Lease Contract Period Extension" and "Machine Modifications."

Any such modification will apply on the effective date specified in the notice to all Rental Contract Periods, to current Lease Contract Periods or Extensions upon their Expiration Dates, provided such Dates occur after the effective date, and to new Lease Contract Periods or Extensions which commence on or after the effective date. Any such modification will be accepted by IBM by a written agreement, duly signed by persons authorized to sign agreements on behalf of the Customer and of IBM (an authorized IBM Manager) and variance from the terms and conditions of this Agreement or any applicable agreement without written notification will be of no effect.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen or, in the case of non-payment, more than two years from the date of the last payment.

If the Customer defaults as to any obligation to return machines or fails to pay any amounts due hereunder, IBM, in addition to other remedies, may repossess the machines without notice and the Customer agrees to pay all costs and expenses of collection and of repossession, including reasonable attorney's fees, permitted by law.

IBM is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

This Agreement will be governed by the laws of the State of New York.

1300K

FILED
AUG - 31977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-184

SUPPLEMENTAL AGREEMENT NO. 1
TO
DEPARTMENT OF THE ARMY
LEASE NO. DACW05-1-72-476
SACRAMENTO RIVER NAVIGATION IMPROVEMENT, CALIFORNIA

This Supplemental Agreement No. 1, made and entered into by and between the Secretary of the Army, of the first part, and the County of Yolo, a political subdivision of the State of California, of the second part, hereinafter called the "Lessee,"

WITNESSETH THAT:

WHEREAS, the Lessee wishes to continue its use of approximately eight (8) acres of land and water areas for public park and recreational purposes at the Sacramento River Navigation Improvement, California, beyond 30 June 1977; and

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WHEREAS, the Secretary of the Army has no objection to such continued use for a five (5) year period;

NOW, THEREFORE, it is mutually agreed by the said parties that Lease No. DACW05-1-72-476 be and the same is hereby modified, effective as of 1 July 1977, in the following particular:

The said lease is hereby renewed and extended for a five (5) year period beginning 1 July 1977 and ending 30 June 1982.

Said lease is modified in the above particular only, and all other provisions and conditions thereof shall remain binding and in full force and effect. The above modification shall henceforth be considered a part of said lease as if fully and completely written therein.

RECEIVED
AUG - 31977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

KP/as

S/A No. 1 to Lease No. DACW05-1-72-476

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 1st day of August 1977.

MORGAN VERMEER
Chief, Real Estate Division
US Army Engineer District, Sacramento

This Supplemental Agreement No. 1 is hereby executed by the Lessee this 19th day of July 1977.

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COUNTY OF YOLO

BY: Leyla J. Thompson
TITLE:

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated .....
County Counsel of Yolo County

schaefer & wirth
architects & planners

robert schaefer aia · gary f. wirth aia

BL

FILED
JUL 1 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-185

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

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THIS AGREEMENT made and entered into this 21ST day of June, 1977, by and between SCHAEFER AND WIRTH ARCHITECTS AND PLANNERS, hereinafter referred to as ARCHITECTS, and The County of Yolo, hereinafter referred to as OWNER,

WITNESSED

WHEREAS, the OWNER intends to:

RESTORE THE GIBSON MANSION AND DEVELOP THE SITE

hereinafter referred to as the PROJECT, the parties agree as follows:

ARTICLE 1
ARCHITECTS SERVICES

The ARCHITECT shall perform the following services in regard to the PROJECT:

A. Existing site and structure analysis interpreting and evaluating potential use.
B. Develop, with Owner, program detailing and emphasizing potential uses, both present and future for all activities determined to be included in the project objectives.
C. Master plan complete site indicating usage and inter-relationships of existing structures to any future structures and open space activities.
D. Develop work and time lines relating to volunteer and paid craftsman so that proper sequence and coordination of effort is achieved initally.
E. Complete working drawings and bid documents as required to allow development of the existing structures as established by the intended activities.

ARTICLE 2
ARCHITECTS COMPENSATION

For the services rendered herein as set forth in Article 1 above, the OWNER agrees to pay to the ARCHITECTS a Fee based on:

Lump Sum of Ten Thousand Four Hundred Dollars ($ 10,400.00)

PAYABLE AS FOLLOWS:

$ 3,200.00 at the completion of the Master Plan and the remaining $ 7,200.00 at the completion of Working Drawings.

Accounts overdue for 30 days shall bear a finance charge of 1½% per month (annual percentage rate 18%) on an account of $1,000.00 or less and 1% (annual percentage rate of 12%) on an overdue balance in excess of $1,000.00.

ARTICLE 3
REIMBURSABLE EXPENSES OF THE ARCHITECT

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In addition to the compensation set forth in Article 2, the ARCHITECT shall receive:

a. Actual and necessary expenses incurred for travel, provided that written authorization for such travel shall have been given by the OWNER.

b. Long distance telephone calls required by this project.

c. Reproduction of plans, specifications and other documents approved and ordered by the OWNER.

ARTICLE 4
ADDITIONAL SERVICES OF THE ARCHITECT

The following extra services shall be paid for by the OWNER at the ARCHITECTS current hourly rate on file in the ARCHITECTS office.

a. Revisions and changes in approved drawings.

b. The selection by the Architect at the OWNERS request of movable furniture, equipment or articles which are not included in the construction contract.

N.A. c. ~~The preparation of as-built drawings or of amended drawings or making revisions as authorized by the OWNER.~~

d. If directed by the OWNER, the employment of special consultants, the preparation of special delineations or models.

ARTICLE 5
TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon the written notice to the other party in the event of a substantial failure of performance by such other party or if the OWNER should abandon or indefinitely postpone the project. In the event of such termination, the OWNER shall pay to the ARCHITECT as full payment for all services performed and all expenses incurred, an amount, the total sum of which bears the same ratio to the total fee otherwise payable under this agreement as a service actually rendered hereunder by the ARCHITECT bear to the total services necessary for the full performance of this agreement.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are the property of the Architect whether the Project for which they are made be executed or not. They are not to be used on other projects except by agreement in writing.

ARTICLE 7
ADDITIONAL PROVISIONS

a. If labor or material is furnished by the Owner, the Project Construction Cost, when used for the purpose of computing the ARCHITECTS FEE, shall include such labor and material at current market cost.

b. If any action is commenced to enforce the provisions of this agreement, OWNER agrees to pay such sum as the Court may affix as attorneys' fees.

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The above is mutually agreed to this 19th day of July , 197 7

OWNER
COUNTY OF YOLO

By: Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN
Board of Supervisors, County of Yolo, State of California

ARCHITECT

By:

Approved as to Form
Dated
County Counsel of Yolo County

YOLO COUNTY AGREEMENT NO. 77-6

FILED
JUL 19 1977
LAURENCE P. HENIGSEN, Clerk
By [signature] Deputy

AGREEMENT JUS #030

This Agreement is entered into this 1st day of July, 1977, by and between the State of California, Department of Justice, hereinafter called "Department" and the Public Defenders Office of the County of Yolo, hereinafter called "County".

Pursuant to Penal Code Section 11050.5 (b), the "Department" agrees to provide to the "County" the services of "Department's" laboratory facilities and personnel and "Department's technical experts, including but not limited to fingerprint examiners, criminalists, document examiners, polygraph examiners, photographers, and intelligence specialists, for the purpose of assisting in the representation by "County" of persons in criminal proceedings.

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"County" agrees to pay "Department" upon receipt of invoices in duplicate an amount equal to the actual cost of performance hereunder at the hourly rate of $24.75. Said rate having been computed in accordance with Section 8760 of the State Administration Manual.

The period of this Agreement is July 1, 1977 through June 30, 1978, and may be cancelled upon thirty (30) days notice in writing given by either party to the other.

The total amount of this Agreement shall not exceed $2,000.

Pursuant to State Administrative Manual, Section 1201.4, a certified copy of resolution, order, motion or ordinance of the governing body of "County" authorizing execution by the official signing this Agreement on behalf of "County" shall be attached hereto and made a part hereof.

In witness whereof, this Agreement has been executed by the parties hereto.

State of California
Department of Justice

By [signature]

Title Thomas Kawano, Chief
Accounting & Fiscal Services

Date July 1, 1977

Address: 1315 Fifth Street, Room 500
Sacramento, California 95814

County of Yolo

By [signature]
Ivyla J. Thompson, Chairman

Title Board of Supervisors, County of Yolo, State of California

Date July 19, 1977

Address: P.O. Box 1098
Woodland, California 95695

Approved as to Form
Dated .....
County Counsel of Yolo County
By [signature] Deputy

FILED

JUL 1 1977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77-187

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and PAUL ROSCHEN, M.D., hereinafter referred to as PHYSICIAN.

W I T N E S S E T H:

RECITALS:

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1. PHYSICIAN is a duly qualified and licensed physician.

2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to inpatients of COUNTY at Yolo General Hospital as follows:

   (a) That staff time of PHYSICIAN shall include inpatient services and care as may be assigned by the Medical Director and/or Chief of Staff.

   (b) That PHYSICIAN will be responsible for providing medical care to patients assigned his service from time patients are admitted to date of discharge to include orders; history and physical, if needed; discharge summary and other documentation as may be required by Joint Commission on Accreditation of Hospitals, Medical Staff By-Laws and Rules and Regulations.

2. In consideration of the mutual covenants and agreements herein

/ / / / /

contained, COUNTY agrees as follows:

(a) To pay PHYSICIAN the sum of $1,200.00 per month as compensation for services rendered.

(b) To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrance and $5,000,000 aggregate.

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3. IT IS MUTUALLY AGREED AS FOLLOWS:

(a) The term of this agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty (30) calendar days before the date of termination.

(b) Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 W. Beamer Street, Woodland, California, 95695.

(c) In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician. COUNTY shall

not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient, and satisfactory manner.

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(d) It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the COUNTY OF YOLO, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients

covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

(e) PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who received medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Tunis J. Thomsen
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE D. HENIGAN, CLERK

By _____ Deputy

(SEAL)

PAUL ROSCHEN, M.D.

FILED

JUL 1 91977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77-188

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY SCHILLING, M.D., hereinafter referred to as PHYSICIAN.

W I T N E S S E T H:

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RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician.

2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to inpatients of COUNTY at Yolo General Hospital as follows:

   (a) That staff time of PHYSICIAN shall include inpatient services and care as may be assigned by the Medical Director and/or Chief of Staff.

   (b) That PHYSICIAN will be responsible for providing medical care to patients assigned his service from time patients are admitted to date of discharge to include orders; history and physical, if needed; discharge summary and other documentation as may be required by Joint Commission on Accreditation of Hospitals, Medical Staff By-Laws and Rules and Regulations.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

   (a) To pay PHYSICIAN the sum of $1,200.00 per month as compensation for services rendered.

(b) To provide sick leave allowance to be accrued at the rate of one day of sick leave with pay for each month of service. No payment for accumulated sick leave shall be made upon termination of the contract relation.

(c) To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrance and $5,000,000 aggregate.

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3. IT IS MUTUALLY AGREED AS FOLLOWS:

(a) The term of this agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty (30) calendar days before the date of termination.

(b) Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 W. Beamer Street, Woodland, California, 95695.

(c) In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all

times acting and performing as an independent contractor practicing his profession of physician. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient, and satisfactory manner.

Micro Fiched

(d) It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the COUNTY OF YOLO, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are

covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

(c) PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who received medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Tunyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

By _____ Deputy

(SEAL)

Stanley Schelling
STANLEY SCHELLING, M.D.

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-189

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DANIEL M. D'AMICO, M.D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and orthopaedic surgeon.

2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician and orthopaedic surgeon.

AGREEMENTS:

1. In consideration of the mutual convenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training, specialty, and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, out-patients, and emergency patients of COUNTY at Yolo General Hospital. The staff time of PHYSICIAN shall include treatment of in-patients, out-patients, and emergency patients, and appropriate follow-up care, as assigned by the Medical Director.

2. In consideration of the mutual covenants and agreements

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herein contained, COUNTY agrees as follows:

A. To pay PHYSICIAN for services rendered at the Medi-Cal rates which are in effect as of the date of rendering of said services, and which are applicable to the services rendered, less the amount of insurance premiums paid by COUNTY as hereinafter specified.

Micro Fiched

B. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render the professional services which are the subject of this agreement and at no other time; said insurance to have policy limits of $1,000,000 for each occurrence and $5,000,000 aggregate. Premiums for said malpractice insurance shall be deducted from the monetary compensation due to PHYSICIAN from COUNTY pursuant to Paragraph "A" above, utilizing the following formula: The amount of insurance premiums deducted pursuant to this paragraph shall be determined by dividing the base full time insurance premium equivalent to one full time physician under the terms of the COUNTY's malpractice insurance policy by the fractional percentage of full time service which PHYSICIAN has rendered during the applicable pay period. By way of example, if PHYSICIAN works one-half the number of hours that a full time COUNTY staff physician works during the applicable pay period, the monetary compensation due PHYSICIAN shall be deducted by the sum which is equivalent to one-half the proportion

of insurance premium which is allocable to one full time physician for the pay period in question. Micro Fiched

C. Said compensation shall be paid by COUNTY to PHYSICIAN upon submission by PHYSICIAN to the Medical Director of a claim detailing the time spent in services rendered using the appropriate Medi-Cal designation for said services. The Medical Director shall enter on said claim the appropriate insurance premium deduction pursuant to Paragraph "B" hereof, and if otherwise appropriate, shall approve the same for payment by the County Auditor.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. The term of this agreement shall commence on July 1, 1977, and shall terminate on June 30th, 1978; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty (30) calendar days before the date of termination.

B. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 W. Beamer Street, Woodland, California, 95695.

C. In the performance of the work, duties, and obligations

devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

D. IT IS AGREED and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care to Yolo General Hospital. As a contract physician PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician ser-

vices for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

Micro Fiched

E. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Tunis J. Thompson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

/ / / / /

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

(SEAL)

_____

DANIEL M. D'AMICO, M.D.

Micro Fiched

FILED
JUL 1 9 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-190

(Agreement to Provide Pathologist Services)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LESLIE B. HADFY, M.D., hereinafter called PATHOLOGIST,

W I T N E S S E T H :

WHEREAS, the County of Yolo requires the services of a Pathologist, and also professional guidance in the operation of the hospital laboratory; and

Micro Fiched

WHEREAS, the PATHOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the provisions of pathological services of the County hospital and the provision of professional guidance in the operation of the hospital laboratory during the term thereof;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL CONVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between the parties hereto as follows;

FIRST: The PATHOLOGIST shall provide service in his professional specialty as may be required by the Medical Director, Chief of Staff, and/or Hospital Administrator for patients receiving treatment at Yolo General Hospital determined by COUNTY to be

medically indigent.

SECOND: The PATHOLOGIST shall be on call for the performance of autopsies as may be required by the Medical Director, Chief of Staff, and/or Hospital Administrator.

THIRD: The PATHOLOGIST shall assist the Hospital Administrator in the technical operation of the hospital laboratory and set up procedural methods and standards for the laboratory. Micro Fiched

FOURTH: All non-medical personnel required for the proper operation of the hospital laboratory shall be selected and employed by the hospital; however, the PATHOLOGIST may be an additional member of the medical staff appointed to aid in the review of credentials in hiring of laboratory technicians.

FIFTH: The PATHOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules, and Regulations, and shall be granted such privileges as may be recommended by the Governing Board of the Hospital.

SIXTH: COUNTY shall pay PATHOLOGIST as follows:

A. Compensation at the same rate PATHOLOGIST charges to Health Insurance for the Aged patients for services as a physician in his professional specialty rendered to persons determined by the COUNTY to be medically indigent;

B. The sum of FOUR HUNDRED ($400) DOLLARS per month for assistance in the technical operation of the laboratory.

C. ONE HUNDRED ($100) DOLLARS per autopsy performed and report rendered.

SEVENTH: In the performance of the work, duties, and obligations devolving upon him during this agreement, it is mutually understood and agreed that the PATHOLOGIST is at all times acting and performing as an independent contractor practicing his profession of medicine and surgery and specializing in pathology; that COUNTY shall neither have nor exercise any control or direction over the methods by which PATHOLOGIST shall perform his work and functions excepting that said PATHOLOGIST does by this agreement agree to perform his said work and functions at all times in strict accordance with currently approved methods and practices in his professional specialty, and that the sole interest of the COUNTY is to assure that said pathological work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

Micro Fiched

EIGHTH: In the event there is any disagreement between PATHOLOGIST and the hospital, such disagreement shall be referred to the Executive Committee of the Yolo General Hospital Medical Staff for recommendation to the Governing Board whose action shall be final. COUNTY expressly agrees that the work of the PATHOLOGIST may be done by such assistant pathologists as the PATHOLOGIST may employ, or associates or partners in practice with PATHOLOGIST, so long as approval of the COUNTY is obtained prior to such practice by assis-

tant pathologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by the PATHOLOGIST of any rights under this agreement and such assignment is expressly prohibited.

NINTH: Any of the matters of agreement herein contained may be altered from time to time by the written consent of the parties without in any way affecting the remainder.

TENTH: COUNTY shall permit PATHOLOGIST to provide services as a physician in his professional specialty to patients receiving treatment at Yolo General Hospital upon referral of a physicaian at Yolo General Hospital, and COUNTY shall perform clerical services for PATHOLOGIST including providing names, addresses, responsible parties, and insurance information; provided, however, COUNTY shall not be responsible for the collection of PATHOLOGIST's accounts for such services or for the accuracy of the information provided.

Micro Fiched

ELEVENTH: This agreement shall take effect and be in force on July 1, 1977, and shall terminate on June 30, 1978, and this agreement may be terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

TWELFTH: This agreement supersedes Agreement No. 76-144.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Ida E. Lucas
Deputy

(SEAL)

Micro Fiched

M.D.
LESLIE B. HADFY, M.D.

FILED
JUL 1 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-191

(Radiologist Agreement)

THIS AGREEMENT, made and executed in quadruplicate at Woodland, California, as of the 19th day of July, 1977, by and between the COUNTY OF YOLO for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and RADIOLOGICAL CONSULTANTS, INC., a corporation, hereinafter designated as RADIOLOGIST,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY requires the services of RADIOLOGIST in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of radiology.

SECOND: RADIOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the medical staff by-laws, rules, and regulations, and shall be granted such privileges as may be recommended by the medical staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the governing board of COUNTY.

THIRD: All non-medical personnel required for the proper operation of said X-Ray Department shall be selected and employed by COUNTY; however, RADIOLOGIST may be an additional member of the Qualification Review Board appointed to aid in the review of credentials and to recommend in writing approval or disapproval in hiring of an X-Ray Technician.

Micro Fiched

FOURTH: RADIOLOGIST shall provide at Yolo General Hospital RADIOLOGIST's services including reading of films, dictating reports, performing fluoroscopies and other special procedures normally performed by a radiologist to patients determined to be Yolo County indigents, employees of COUNTY in connection with County physical examinations, persons in custody of the Sheriff, in accordance with a schedule of services made by the Hospital Administrator of COUNTY. COUNTY shall pay RADIOLOGIST a flat charge of ONE THOUSAND DOLLARS ($1,000) per each month scheduled and performed. RADIOLOGIST shall not obtain compensation from any person other than the County of Yolo for services rendered to employees of COUNTY in connection with County physical examinations, persons in custody of the Sheriff, Yolo County indigent patients; however, as to other patients, RADIOLOGIST may seek compensation for his services and

COUNTY shall provide radiology with necessary billing information.

FIFTH: If there shall arise any question concerning the character of services furnished in said X-Ray Department, RADIOLOGIST or the Medical Staff of Yolo General Hospital shall have the right to submit such matter for determination to the executive committee of the Yolo General Hospital Medical Staff, and its decision in that regard shall be final.

Micro Fiched

SIXTH: In the performance of the work, duties, and obligations devolving upon him under this agreement, IT IS MUTUALLY UNDERSTOOD AND AGREED that RADIOLOGIST is at all times acting and performing as an independent contractor practicing his profession of medicine and surgery and specializing in X-Ray diagnosis and treatment; that COUNTY shall neither have nor exercise any control or direction over the methods by which RADIOLOGIST shall perform his work and functions excepting that RADIOLOGIST does by this agreement agree to perform his said work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty, and that the sole interest of COUNTY is to assure that said Diagnostic X-Ray work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

SEVENTH: In the event there is any disagreement as to the work schedule of RADIOLOGIST, such disagreement shall be referred to the executive committee of the Yolo General Hospital medical staff

for recommendation to the governing board of COUNTY, whose action shall be final. COUNTY expressly agrees that the work of the X-Ray Department may be done by such assistant radiologist as RADIOLOGIST may employ, or associates or partners in the practice with RADIOLOGIST, so long as approval of COUNTY is obtained prior to such practice by assistant radiologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by RADIOLOGIST of any rights under this agreement, and such assignment is expressly prohibited.

Micro Fiched

EIGHTH: This agreement shall be in effect for a period beginning July 1, 1977 and ending June 30, 1978, but may be terminated earlier by either party giving the other thirty days' notice in writing of said earlier termination date.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers thereunto duly authorized and RADIOLOGIST has executed this agreement by hereunto setting his hand as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Lucile J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Ruth E. Lewis Deputy

(SEAL)

RADIOLOGICAL CONSULTANTS, INC., a corporation

By _____
G. ROBERT HANSON, M.D.
President and Treasurer

By _____
JOHN A. HICKS, M.D.
Vice-President and Secretary

Micro Fiched

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-192

(Agreement to Provide Physical Therapy Services)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

Micro Fiched

I. This agreement governs the furnishing of the following therapeutic services:

A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.

B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light, and electricity, including:

1) Direction and assistance of patients in active and passive exercise, muscle re-education, and gait and functional training, activities of daily living including transfer activities and prosthetic training.

2) Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.

3) Application of whirlpool and contrast baths and moist packs.

C. Observation, recording, and reporting to the physician of the patient's reaction to treatment and any changes in the patient's condition.

D. Instruction of patients in care and use of wheelcharis, braces, crutches, canes, and prosthetic and orthotic devices.

Micro Fiched

II. COUNTY AGREES AS FOLLOWS:

A. To pay THERAPIST as full compensation for his services rendered at the rate of 60% of the gross billings originated by the Department of Physical Therapy each month.

B. To provide at Yolo General Hospital all office space, equipment, and office supplies necessary for the provision of therapeutic services hereunder.

III. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties, and obligations devolving upon him under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing his profession of physical therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform his work and functions except that THERAPIST does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his professional specialty and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

B. COUNTY expressly agrees that the work of THERAPIST may be done by such assistant therapists as THERAPIST may employ, or associates or partners in practice with THERAPIST, so long as approval of COUNTY is obtained prior to such practice by assistant therapist or associates or partners.

C. Neither this agreement nor any rights created hereunder are assignable.

Micro Fiched

D. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings and agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

E. The term of this agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. This agreement may be terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

F. This agreement supersedes all prior agreements heretofore entered into between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Louise J. Thompson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

/ / / / /

ATTEST:

LAURENCE P. HENIGAN, CLERK

By _____ Deputy

(SEAL)

Micro Fiched

Ronald Brown RPT

RONALD BROWN, R.P.T.

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-193

(Occupational Therapy and Recreational Activities Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and EVELYN E. HUNT, Route 2, Box 1369, Grass Valley, California, 95945, hereinafter called THERAPIST,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services on part-time basis as required:

   A. To provide occupational therapy services under the direction of the Medical Staff for the occupational rehabilitation of patients at Yolo General Hospital.

   B. To prepare occupational therapy plans on each patient.

   C. To maintain a written record of the therapy provided to and progress attained by each patient.

   D. In the discharge of all duties and responsibilities listed above, THERAPIST shall perform services at times to be determined by agreement between THERAPIST and Hospital Administrator.

   E. To assist the hospital in implementing and complying with applicable Joint Commission on Accreditation of Hospitals standards and State of California licensing requirements.

2. In consideration of the covenants of THERAPIST herein, COUNTY agrees to pay THERAPIST at the rate of TEN ($10) DOLLARS per hour.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

A. In the performance of the work, duties, and obligations devolving upon her under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing her profession of occupational therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform her work and functions except that THERAPIST by this agreement agrees to perform her work and functions at all times in strict accordance with the currently approved methods and practices in her profession and under the direction of the medical staff, and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

B. This agreement shall commence on July 1, 1977, and shall shall terminate on June 30, 1978, unless sooner terminated by either party upon thirty (30) days' written notice or upon THERAPIST's failure to maintain active registration status with the American Occupational Therapy Association, Inc.

C. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the

parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Trudy J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas
Deputy

(SEAL)

Evelyn E. Hunt
EVELYN E. HUNT

FILED
JUL 19 1977
LAURENCE P. HENGEN, Clerk
By Juliet Lucas
Deputy

AGREEMENT NO. 77-194

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and LEONIDAS, INC., a corporation, doing business as ALDERSON CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL.

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information

necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment following in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly

from the patient, third-party payor and other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

Micro Fiched

10. This agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 "P" Street, Sacramento, California, 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

12. This agreement supersedes Agreement No. 76-152.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Dated: July 19, 1977

LEONIDAS, INC., a corporation doing business as ALDERSON CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Florida J. Hiegel, President
Thomas C. Wilson
Acting ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

By Tingle J. Thomsen
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAURENCE K. HENIGAN, CLERK
By Kitty E. Spencer Deputy

FILED

JUL 19 1977

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 77-195

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and LEON MIGUEL and PLACIDA MIGUEL, individually, and doing business as the COUNTRYSIDE NURSING AND CONVALESCENT HOME, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information

necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment following in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

Micro Fiched

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly

from the patient, third-party payor and other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

Micro Fiched

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 "P" Street, Sacramento, California, 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

12. This agreement supersedes Agreement No. 76-152.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Dated: July 19, 1977

LEON MIGUEL and PLACIDA MIGUEL, individually, and doing business as THE COUNTRYSIDE NURSING AND CONVALESCENT HOME
(Name of Skilled Nursing Home)

Placida L. Miguel President

ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAURENCE P. HENIGAN, CLERK

By _____ Deputy

FILED

JUL 19 1977

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 77-196

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and WESTERN MEDICAL ENTERPRISES, INC., doing business as DRIFTWOOD CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL.

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information

necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment following in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

Micro Fiched

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly

from the patient, third-party payor and other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

Micro Fiched

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 "P" Street, Sacramento, California, 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

12. This agreement supersedes Agreement No. 76-154.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Dated: July 19, 1977

WESTERN MEDICAL ENTERPRISES, INC., doing business as DRIFTWOOD CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

By
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAURENCE P. HENIGAN, CLERK

By Deputy

FILED

JUL 19 1977

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 77-197

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and HACIENDA CONVALESCENT HOSPITAL, INC., doing business as HACIENDA CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information

necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment following in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly

from the patient, third-party payor and other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

Micro Fiched

10. This agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 "P" Street, Sacramento, California, 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

12. This agreement supersedes Agreement No. 76-155.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Dated: 6-10-77

HACIENDA CONVALESCENT HOSPITAL, INC., doing business as HACIENDA CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

By
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAURENCE P. HENIGAN, CLERK

By Deputy

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 77-198

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and SAINT JOHN'S RETIREMENT VILLAGE, INC., doing business as STOLL-WOOD CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information

necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment following in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

Micro Fiched

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly

from the patient, third-party payor and other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

Micro Fiched

10. This agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 "P" Street, Sacramento, California, 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

12. This agreement supersedes Agreement No. 76-156.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Dated: July 19, 1977.

SAINT JOHN'S RETIREMENT VILLAGE, INC., dba STOLLWOOD CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Sheila G. Hess
ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

By Tamula J. Thomson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas Deputy

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-199

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and SOMERSET WEST CAPITAL CONVALESCENT HOSPITAL, CORP., doing business as SOMERSET GOLDEN STATE CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information

necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment following in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly

from the patient, third-party payor and other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

Micro Fiched

10. This agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 "P" Street, Sacramento, California, 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

12. This agreement supersedes Agreement No. 76-157.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Dated: July 19, 1977.

SOMERSET WEST CAPITAL CONVALESCENT HOSPITAL, CORPORATION, dba SOMERSET GOLDEN STATE CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Mrs. Tillie Trust
ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

By Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAURENCE P. HENIGAN, CLERK
By Peter E. Lowe Deputy

FILED

JUL 19 1977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77-200

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 19th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and CAMELLIA CONVALESCENT HOSPITAL, INC., doing business as WOODLAND SKILLED NURSING FACILITY, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information

necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment following in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

Micro Fiched

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly

from the patient, third-party payor and other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

Micro Fiched

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 "P" Street, Sacramento, California, 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

12. This agreement supersedes Agreement No. 76-158.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Dated: 4-14-77

WOODLAND SKILLED NURSING FACILITY
(Name of Skilled Nursing Home)

Daniel Tarpin
ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

By Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAURENCE P. HENIGAN, Clerk

By Ollie E. Swan Deputy

Yolo County
Agreement No. 77-201

LOCAL AGENCY-STATE AGREEMENT

FOR

FEDERAL-AID PROJECTS

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

03	Yolo	
District	County	City

AGREEMENT NO. 03-5922

MASTER AGREEMENT

Micro Fiched

THIS AGREEMENT, made in _____ this 19th day of July, 1977, by and between the County of Yolo, political subdivision(s) of the State of California hereinafter referred to as "LOCAL AGENCY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, herinafter referred to as "STATE".

WITNESSETH:

WHEREAS, the Congress of the United States has declared it to be in the national interest for Federal Funds to be expended for highway, fringe parking, bicycle transportation, pedestrian walkways, and mass transportation projects; and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain Federal funds authorized may be made available for use on local transportation facilities in accordance with the intent of Federal acts; and

WHEREAS, there exists a compelling need for improvements or restoration of roads, streets, highways, fringe parking, and public transportation facilities within the boundaries of LOCAL AGENCY; and

WHEREAS, LOCAL AGENCY and STATE therefore desire to make use of such Federal funds as may be made available within the jurisdictional boundaries of said LOCAL AGENCY; and

WHEREAS, before Federal-aid will be made available for projects, LOCAL AGENCY and STATE are required to enter into an agreement relative to prosecution of the said project and maintenance of the completed facility.

THEREFORE, the parties agree as follows:

ARTICLE I - CONDITIONS

1. Projects located in urbanized areas (unless exempt) must be part of a program which serves to implement an areawide plan held currently valid by the regional transportation policy board.

2. Federal funds may participate only in work which has been officially programmed to and authorized by the Federal Highway Administration in advance of its performance.

3. Funds apportioned such as the STATE's share of FAS funds are considered Federal-aid funds.

ARTICLE II - IMPROVEMENTS/RESTORATIONS

Micro Fiched

1. The term "IMPROVEMENT" or "RESTORATION" as used herein means any work that is financed in part with Federal funds.

2. The Supplemental Local Agency-State Agreement (program supplement) shall be in a form prescribed by STATE; and shall designate who shall advertise, award, and administer the contract, the Federal funds requested, and the matching funds to be provided by LOCAL AGENCY, and, if a State Highway is involved, the matching funds to be provided by STATE. Adoption of the program supplement by LOCAL AGENCY and approval by STATE shall cause such program supplement to be a part of this agreement as though fully set forth herein. Unless otherwise delegated the program supplement shall be approved by the LOCAL AGENCY's governing body. Cooperative projects including work on a State highway shall be the subject of a separate cooperative agreement.

3. In processing IMPROVEMENTS or RESTORATIONS, LOCAL AGENCY will conform to all STATE statutes, regulations and procedures (including those set forth in the STATE's Local Programs Manual) relating to the Federal-aid program and to all applicable Federal laws, regulations, and policy and procedural or instructional memoranda. This includes, but is not limited to, the holding of public hearings when required, the publishing of various press notices, and the preparation of plans, specifications, and estimates.

4. Unless otherwise designated in the approved program supplement, improvements will be constructed by contract in accordance with

Certification Acceptance procedures approved by the FHWA. Such procedures require the use of Specifications described in the State's Certification; STATE approval of plans, special provisions and estimated costs prior to advertisement; a certification by LOCAL AGENCY with respect to the right-of-way; and advertisement for a minimum of 3 weeks prior to bid opening. The contract will be awarded by LOCAL AGENCY, its agent, or by STATE as may be determined between the parties prior to each project advertisement.

5. When the IMPROVEMENT or RESTORATION includes work to be performed by a railroad, the contract for such work shall be entered into by LOCAL AGENCY or by STATE, as parties hereto agree. A contract entered into by LOCAL AGENCY for such work must have prior approval of STATE. In either event, LOCAL AGENCY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract.

Micro Fiched

6. LOCAL AGENCY shall provide or arrange for adequate supervision and inspection of each improvement, including contracts awarded by STATE. With prior State approval, surveying, inspection and testing may be performed by a consulting engineer provided an employee of LOCAL AGENCY is in responsible charge.

7. STATE shall exercise general supervision over Federal-aid improvements and may assume full and direct control over the project whenever STATE, at its sole discretion, shall determine that its responsibility to the United States so requires. LOCAL AGENCY contracts shall so stipulate.

ARTICLE III - RIGHTS-OF-WAY

1. No contract for the construction of a Federal-aid IMPROVEMENT or RESTORATION project shall be awarded until the necessary rights-of-way have been secured. Prior to the advertising of a project on a local street, LOCAL AGENCY shall certify and upon request shall furnish STATE with evidence that necessary rights-of-way are available for construction purposes or will be available by the time of contract award.

2. LOCAL AGENCY agrees to hold STATE harmless from any liability which may result in the event the right-of-way is not clear as certified. The furnishing of right-of-way as provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances affecting the

proposed project, the payment as required by applicable law of damages to real property not actually taken but injuriously affected by the proposed improvement. LOCAL AGENCY shall pay from its funds any costs which arise out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.

3. Subject to STATE approval and such supervision over LOCAL AGENCY's right-of-way acquisition procedures as STATE may determine is necessary, LOCAL AGENCY may claim reimbursement from Federal funds for expenditures to purchase rights-of-way included in an approved project.

4. The LOCAL AGENCY will comply with Title II and III of the Uniform Real Property Acquisition Policy.

Micro Fiched

5. Whether or not Federal-aid is to be requested for right-of-way, should LOCAL AGENCY, in acquiring right-of-way for a Federal-aid IMPROVEMENT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U.S. Code. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the LOCAL AGENCY. LOCAL AGENCY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that LOCAL AGENCY's relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project as provided in FHPM 7-5.

ARTICLE IV - FISCAL PROVISIONS

1. When a Federal-aid IMPROVEMENT or RESTORATION contract is to be awarded by STATE, matching funds will be provided by LOCAL AGENCY prior to the time that such funds are required to reimburse contractor. STATE will bill LOCAL AGENCY for amount due immediately following contract award, or at option of LOCAL AGENCY, will submit monthly bills during life of contract.

2. The estimated total cost of Federal-aid projects, the amounts of Federal-aid programmed, and the matching amounts agreed upon may be

adjusted by mutual consent of the parties hereto, provided funds are available to cover increases and provided Federal Highway Administration concurs in any increase in the Federal-aid.

3. Upon submittal by LOCAL AGENCY of a statement of expenditures for Federal-aid improvements, STATE will pay its agreed share and if permitted by State Law will advance an amount equal to the legal pro rata Federal share of the costs believed to be eligible for participation with Federal funds or will voucher Federal Highway Administration for reimbursement.

4. LOCAL AGENCY shall use its own funds to finance the local share of eligible costs and expenditures ruled ineligible for financing with Federal funds. STATE shall make preliminary determination of eligibility for Federal fund financing. Ultimate determination shall rest with the Federal Highway Administration. Any overpayment of amounts due shall be returned to STATE upon demand.

Micro Fiched

5. When any portion of a LOCAL AGENCY project is performed by STATE, charges therefor shall include assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds shall be paid from funds of LOCAL AGENCY.

6. Should LOCAL AGENCY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, may withhold an equal amount from future apportionments due LOCAL AGENCY from the Highway Users Tax Fund.

7. Auditors of STATE and the United States shall be given access to LOCAL AGENCY's books and records and shall be given such assistance and information as is requested for the purpose of checking costs paid, or to be paid by STATE hereunder.

ARTICLE V - MISCELLANEOUS PROVISIONS

1. This agreement shall have no force or effect with respect to any project unless and until said project has been authorized by the Federal Highway Administration and a Program Supplemental Agreement has been executed.

2. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdiction, have prescribed certain employment practices with respect to contract and other work financed

with Federal or State funds. LOCAL AGENCY shall insure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable. Nondiscrimination Assurances, Exhibit "A", are hereby considered a part of this agreement.

3. When Federal funds are to participate in the cost of work done by a consultant, the agreement or contract with the consultant may not be executed or awarded until the selection of the consultant and the terms of the agreement or contract have been approved by STATE. Such agreement or contract shall include a provision that the work and records of the consultant are subject to inspection at all times by representatives of LOCAL AGENCY, STATE and the Federal Highway Administration and that agreement or contract may be terminated by LOCAL AGENCY upon a finding that the consultant is failing to live up to the terms of the agreement or contract. All major changes in the agreement or contract must have prior approval of the STATE. As soon as agreement or contract with consultant has been awarded, two certified copies of said agreement or contract shall be submitted to STATE.

Micro Fiched

4. LOCAL AGENCY and its contractors shall retain all original records and documents relating to work hereunder financed in part with Federal funds and shall make same available for inspection by STATE and Federal representatives upon request. Following final settlement of the project accounts with the Federal Highway Administration, such records and documents may be microfilmed at the option of LOCAL AGENCY, but in any event shall be retained for a three-year period after FHWA payment of final voucher, or a four-year period from the date of final payment under the contract, whichever is longer.

5. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL AGENCY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement.

(b) Neither LOCAL AGENCY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold

LOCAL AGENCY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement.

ARTICLE VI - MAINTENANCE

1. Upon acceptance by the awarding authority of a completed Federal-aid project or upon the contractor being relieved of the responsibility for maintaining and protecting a portion of the work, the agency having jurisdiction over the transportation facility shall maintain the completed work in a manner satisfactory to the authorized representatives of the State and the United States. If, within 90 days after receipt of notice from STATE that a project on a transportation facility under its jurisdiction or any portion thereof, is not being properly maintained, LOCAL AGENCY has not satisfactorily remedied the conditions complained of, the approval of further Federal-aid projects of LOCAL AGENCY will be withheld until the project shall have been put in a condition of maintenance satisfactory to STATE and the Federal Highway Administration. The provisions of this section shall not apply to a transportation facility which has been vacated through due process of law.

Micro Fiched

2. The maintenance referred to in paragraph 1 above includes not only the physical condition of the facility but its operation as well. Traffic Operations Improvements on local streets shall be maintained by an adequate and well-trained staff of traffic engineers and technicians. Said maintenance staff may be employees of a LOCAL AGENCY, another unit of government or a consultant under contract with a LOCAL AGENCY.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 03.

By _____
District Director of Transportation

CITY OF _____

By _____
Mayor

ATTEST: _____
City Clerk

Approval Recommended:

_____
Local Assistance Engineer

Micro Fiched

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

ATTEST: LAURENCE P. HENIGAN, Clerk
Clerk of Board

By _____
DEPUTY

Approved as to Form

Dated .....

County Counsel

AGREEMENT

EXHIBIT "A"

NONDISCRIMINATION ASSURANCES

The COUNTY/CITY of YOLO (hereinafter) referred to as the RECIPIENT) HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the California Department of Transportation, acting for the U. S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the RECIPIENT receives Federal financial assistance from the Federal Department of Transportation, HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

Micro Fiched

More specifically and without limiting the above general assurance, the RECIPIENT hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That the RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-aid Program and, in adapted form in all proposals for negotiated agreements:

The (COUNTY/CITY of YOLO or other approved contracting authority) hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the RECIPIENT shall insert the clauses of Appendix A of this assurance in every contract subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this assurance shall be included as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

Micro Fiched

5. That where the RECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the RECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

7. That the RECIPIENT shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the RECIPIENT with other parties:

(a) for the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the RECIPIENT retains ownership or possession of the property.

9. The RECIPIENT shall provide for such methods of administration for the program as are found by the U. S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS and this assurance.

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10. The RECIPIENT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the California Department of Transportation, acting for the U. S. Department of Transportation, and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-aid Highway Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.

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(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONTRACTORS's noncompliance with the nondiscrimination provisions of this contract,

the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State highway department to enter into such litigations to protect the interests of the State, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Micro Fiched

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the RECIPIENT will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the RECIPIENT all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

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(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the RECIPIENT and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the RECIPIENT, its successors and assigns.

The RECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that

(1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)*

(2) that the RECIPIENT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.*

Micro Fiched

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by the RECIPIENT, pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Micro Fiched

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the RECIPIENT and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the RECIPIENT, pursuant to the provisions of Assurance 7 (b).

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* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

AGREEMENT
EXHIBIT "A"
APPENDIX C

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities,

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

Micro Fiched

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the RECIPIENT, and its assigns.

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* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

YOLO COUNTY AGREEMENT NO. 77-201-A

Local Agency Yolo County
Date 6/23/77
Supplement No. 01
To Local Agency-State
Agreement No. 03-5922

PROGRAM

OF

LOCAL AGENCY FEDERAL AID OFF-SYSTEM ROADS PROJECTS

IN THE

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

YOLO
County

Pursuant to the Federal-Aid for Off-System Roads Act, the attached "Program" of Federal Aid for Off-System Roads Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named COUNTY and the STATE on July 19, 1977, and is subject to all of the terms and conditions thereof.

Micro Fiched

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of County Resolution No. 77-74 approved by the County Board of Supervisors on July 19, 1977 (See copy attached).

COUNTY OF YOLO
Board of Supervisors
Local Agency

By * Twyla J. Thompson
Title
Twyla J. Thompson, Chairman

Approved for State

District Director of Transportation

Attest: Laurence P. Henigan,
Clerk

By Barbara A. Rodgers Deputy

District 03
Department of Transportation

DH-OLA-258 (4-77)

PROGRAM

OF

FEDERAL AID OFF-SYSTEM ROADS PROJECTS

EXHIBIT B

Date: June 23, 1977 **PROGRAM SUPPLEMENT NO.:** 01 **County:** Yolo

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
		CONSTRUCTION		
OS-113(1)	County Road 99 from 0.7 mile north of County Road 27 to County Road 25A. Reconstruct 2-lane road.	$98,000	$69,829	$28,171

Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1 All maintenance, involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by Yolo County at regular intervals or as required for efficient operation of the completed improvements. 2. The County of Yolo will advertise, award, and administer this project with the approval of the State.

DH-OLA-258 (4-77)

Micro Fiched

Book

AGREEMENT NO. 77-202

FILED
JUL 19 1977
LAURENCE P. KEITH, Clerk
By Debra P. Conley
Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of July, 19 77, by and between

Doyal Thornsberry

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

Micro Fiched

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

a Sewage Treatment and Water Supply Facility at Cache Creek Canyon Park

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Sewage Treatment & Water Supply Facilities at Cache Creek Canyon Park

(Plan Index No. 290.02-C) (WO # 1534)

Approved June 14, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work: also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

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Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Clearing & Grubbing	1 Job	Lump Sum	3,000.00
2	Excavation & Grading incl.scarify & recompact	60 CY	10.00	600.00
3	Aggregate Base	70 Ton	10.50	735.00
4	Asph.Conc.w/fog seal	20 Ton	60.00	1,200.00
5	Trench Resurfacing	100 SF	2.00	200.00
6	2 X 6 Header Board	270 LF	2.00	540.00
7	Conc.Bldg.Slab & Found. w/walk & plumb.	1 Job	Lump Sum	4,861.00
8	Conc.slabs w/anchor bolts	2 EA	1,421.00	2,842.00
9	Conc.Sump incl.apron, curb,sump lid, water tower & sign	1 Job	Lump Sum	1,686.00
10	Septic Tank(2100 gal.)	2 EA	2,568.00	5,136.00
11	Distribution Box	2 EA	50.00	100.00
12	Leach Field incl.4" perf. pipe, drain rock, & membrane	1,000 LF	5.00	5,000.00
13	12" Steel Pipe Riser with lid	2 EA	600.00	1,200.00
14	8" Slotted Steel Pipe incl. graded backfill	40 LF	20.00	800.00
15	8" Steel Pipe w/Dresser Coupling	80 LF	12.00	960.00
16	6" Distribution Pipe	160 LF	4.00	640.00
17	1½" Galv.Steel Pipe w/valves & fittings	750 LF	3.00	2,250.00
18	1" Water Pipe w/valves & fittings	1050 LF	2.50	2,625.00
19	Hose Bibs (self closing stop)	8 EA	30.00	240.00
20	Standard Hose Bibs	3 EA	14.00	42.00
21	Submersible Pump	2 EA	1,143.00	2,286.00
22	Depth Filter	2 EA	1,756.00	3,512.00
23	Gas Chlorinator incl. booster pump w/pedestal & cylinder	2 EA	2,650.00	5,300.00
24	2,000 Gal.Pressure Tank incl.fittings, valves, & appurt.	1 EA	5,210.00	5,210.00
25	2,000 Gal. Gravity Tank incl.fittings, valves, & appurt.	1 EA	5,210.00	5,210.00
26	Air Compressor	1 EA	600.00	600.00
27	Generator	1 EA	2,420.00	2,420.00

Cont.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT FIGURES (In Figures)	TOTAL PRICE (In Figures)
28	Electrical Conduit w/wire	450 LF	4.00	1,800.00
29	Electrical Control Panel (Pedestal)	2 EA	1,252.00	2,504.00
30	Chain Link Fence	100 LF	10.00	1,000.00
31	Wire Mesh Cover	590 SF	1.00	590.00
	Adjustments to items 9, 17, 18	L.S.	-1,092.34	-1,092.34
	TOTAL CONTRACT AMOUNT			$63,996.66

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IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel) Deputy

COUNTY OF YOLO

BY Linda J. Thomson
Chairman of the Board of Supervisors

ATTEST:

Micro Fiched

Laurence P. Henigan, Clerk

By Debra E Conley, Deputy

BY Nigel Thornberry
Owner
711 Court St.
Woodland Ca.
95695
Contractor & Address
116-662-2102

Licensed in accordance with an act providing for the registration of Contractors, License No. A-214467.

B.K.

FILED
SEP 12 1977
LAURENCE P. HENIGAN Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 77-203

(Agreement for Lease of Real Property)

THIS AGREEMENT made and entered into this 26th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and DUANE CHAMBERLAIN, hereinafter referred to as TENANT.

Micro Fiched

W I T N E S S E T H:

1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described in Exhibit "A" attached hereto and incorporated herein by reference thereto.

2. TERM. The term of this lease shall be for one (1) year commencing on the first day of August, 1977, and terminating on the 31st day of July, 1978. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.

3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of oats, hay or barley.

4. RENT. TENANT shall pay to LANDLORD a minimum annual rent in the sum of TWO THOUSAND FOUR HUNDRED ($2,400) DOLLARS, or 25% of the gross receipts from sale of said crop, whichever is greater.

Said minimum payment shall be made by TENANT within thirty (30) days of the execution of this agreement.

5. TAXES. LANDLORD shall bear the cost or charge of possessory interest taxes levied upon real property. Upon receipt of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain reimbursement from LANDLORD upon presentation to it of said paid tax bill.

6. DISCLAIMERS OF WARRANTY. LANDLORD expressly disclaims any warranty of soil suitability for growing any crop.

7. WATER. LANDLORD expressly disclaims any warranty whatsoever of availability, quantity, or quality of water in or upon or available to the real property which is the subject of this lease.

Micro Fiched

8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and assignees, at all reasonable times, to enter the leased premises and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

9. RECORDS. TENANT shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD's agents and assignees at all reasonable times for inspection.

10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of oats, hay or barley, using good husbandry practices, and to make diligent effort to prevent the spread of all noxious weeds and rodents and other vertebrate pests on the leased premises during the term of this lease. TENANT agrees to make diligent effort to prevent infestations of insects or organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease that might damage crops grown on the premises after the term. On default of the TENANT to do so, LANDLORD reserves the right, after having given ten (10) days' notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD upon demand.

11. WASTE. TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could

disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property. Micro Fiched

12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD free and harmless from any and all claims, causes of action, or liability for damages arising from any act or cause causing injury to persons or property of any kind owned by anyone, including TENANT, while in, upon, or in any way connected with the leased premises during the term or any extension of this lease or any occupancy under this lease.

13. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any part or portion of the leased premises without the prior written consent of LANDLORD.

14. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege to re-enter and terminate this lease at any time during the term of this lease, upon thirty (30) days' notice to TENANT, and as to any part or portion of the premises leased, as it may require for use and expansion of use of the Yolo County Airport. Upon such re-entry and termination of this lease, TENANT shall be compensated only for loss of or damage to existing crops located upon the premises so re-taken. In the event the parties hereto disagree or dispute the value of said crop or the amount of such damages, then and in that event they shall apply to the Director of the Agricultural Extension Service for opinion; that said opinion of said person shall be binding upon the parties herein.

15. ADVANCES BY LANDLORD. In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid

by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

16. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

Micro Fiched

17. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them, arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall not be less than $100,000 for any one person injured or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

18. ABANDONMENT. In the event TENANT abandons the premises or ceases to diligently farm same, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, upon giving TENANT thirty (30) days' written notice.

19. NOTICES. All notices to be given to LANDLORD by TENANT shall be given in writing filed with the County Clerk, Courthouse, Room 104, Woodland, California, or by depositing the same in the United States mail, postage prepaid, and addressed to the County Clerk, P. O. Box 1098, Woodland, California 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the following address: ~~150 Lincoln Avenue~~, Woodland, California 95695.

Rt 1 Box 375

20. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

Micro Fiched

21. CONSTRUCTION. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

22. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

23. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD at his option may terminate this lease on TENANT s breach of any term, condition, or covenant hereof, on giving thirty (30) days' notice in writing of such termination to TENANT.

B. TENANT may at his option terminate this lease on LANDLORD's breach of any term, condition, or covenant hereof, on giving thirty (30) days' notice in writing of such termination to LANDLORD.

24. TERMINATION AT OPTION OF LANDLORD. In the event LANDLORD, in the exercise of its sole discretion, determines that any part or portion, or the whole of the leased property, is necessary for airport uses, it may terminate this lease by declaration and re-take or re-enter upon such part or portion of the leasehold, or the whole thereof, upon giving TENANT sixty (60) days' notice of its intention to so re-enter. Upon such re-entry at the end of said notice period, LANDLORD shall

compensate TENANT only as to his actual out-of-pocket loss pertaining to growing crops located upon said portion of the leasehold. Save and except for such damages, TENANT hereby waives any and all claim or cause of action he may have for such re-taking.

Micro Fiched

25. This agreement supersedes Agreement No. 76-171.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year hereinabove set forth.

LANDLORD -

COUNTY OF YOLO, a political subdivision of the State of California

BY Temple J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Ethel E. Lucas
DEPUTY

TENANT -

DUANE CHAMBERLAIN

EXHIBIT "A"

All that real property, being a portion of Section 3, Township 8 North, Range 1 East, and a portion of Section 34, Township 9 North, Range 1 East, M.D.B.&M., situated in the County of Yolo, State of California, and being more particularly described as follows:

Micro Fiched

Parcel 1

All of the West Half (½) of Section 34, Township 9 North, Range 1 East, as said West Half (½) appears on that certain map or plat of Berry Vale Gardens, filed for record in Map Book 2, at Page 27, and all of Blocks Thirteen (13) and Fourteen (14) as delineated on that certain map or plat of Lucern Farms, filed for record in Map Book 2, at Page 13, Yolo County Records.

Parcel 2

All of the Northwest Quarter (¼) and the Northerly 240.50 feet of the Southwest Quarter (¼) of Section 3, Township 8 North, Range 1 East, M.D.B.&M.

Excepting therefrom the property which is presently under lease to Albert Blanchard et. al. (Fixed Base Operators) under Yolo County Agreement No. 74-88 executed August 1, 1974.

Excepting therefrom the property designated in Yolo County Agreement No. 74-88 as public airport facilities including, but not limited to runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviational aids and lighting facilities.

Excepting therefrom the property which is presently under lease to West Plainfield County Fire Protection District under Yolo County Agreement No. 65-28 executed May 10, 1965.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 68-43 as amended by Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property released by Yolo Sportsmen's Association under Yolo County Agreement No. 74-284 executed December 16, 1974.

Form F-35 (REV. 9-76)
ORIGINAL (White)—*To Lessee*
DUPLICATE (Blue)—*To Lessor*
TRIPLICATE (Yellow)—*To Department of Finance*

AGREEMENT No. 3-77

Yolo County
Agreement No. 77-204

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 30th day of June, 19 77,

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Dept., County of Yolo of Yolo County, hereinafter called the LESSEE:

Micro Fiched

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, in Woodland,

RECEIVED
OCT 20 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
OCT 20 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

for the term of 6 months commencing on the 1st day of July,

19 77, and ending on the 31st day of December, 19 77, with the right of termination as hereinafter set forth, at the total rental of NINE HUNDRED ($900.00) DOLLARS, payable to the LESSOR in lawful money of the United States, in ~~XXXXXXXXXXXX~~ Lump Sum Payment of $ 900.00, in advance, on the /////

day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ ///// from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 40th District Agricultural Association at Woodland, California, on or before the ///// day of each month.

LESSEE hereby convenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only.

Training Sub Station excluding August 17, 18, 19,20, 21, 1977 for half of building for Red Cross Aid Station during 1977 Fair.

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

and to the LESSOR at P.O. Box 826, Woodland, California 95695

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.*

Micro Fiched

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

> "1941. *Obligations of Lessor.* The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

> "1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly form the exercise of this lease or the occupation of the premises hereby permitted to be used or the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By Ronald Maraviglia

Secretary-Manager
TITLE

By _____

TITLE

County of Yolo
LESSEE

By Twyla J. Thompson

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
TITLE

SHERIFF'S DEPT. - YOLO COUNTY

James W. Cameron
Sheriff

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required.
   Submit only the triplicate yellow copy if Department of Finance approval is not required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

* See Labor Code Sections 1411-1432.5 for further details.

45047-780 8-76 20M ⓘ △ OEP

Approved DEPARTMENT OF FOOD AND AGRICULTURE
"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and the document is exempt from review by the Department of Finance."

Approved DIVISION OF FAIRS & EXPOSITIONS

FILED
AUG - 3 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-205
EXTENSION OF AGREEMENT
COLLEGE WORK-STUDY PROGRAM
University of California, Davis
and
Off-Campus Employer

Micro Fiched

Reference is made to the Agreement between YOLO COUNTY PUBLIC DEFENDER (agency) Woodland, CA (city) and the Regents of the University of California, relative to the College Work-Study Program agreement dated 7/1/70. We wish to extend this agreement for one additional year, which would establish a termination date of 6/30/78.

I understand that the employer's share of student wages for the 1977-78 fiscal year is 20%, with the remaining 80% paid with College Work-Study funds.

In accordance with Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, I certify that I will not discriminate in the hiring and employment of students on the basis of race, color, national origin or sex.

for [signature] JUL 14 1977
Allen G. Marr
Dean, Graduate Studies and Research

[signature]
Name
Twyla J. Thompson, Chairman
Board of Supervisors
Address
Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695
Date
July 28, 1977

Please sign all four copies of this form. Retain one copy for your files and return the original and two copies along with the Signature Authorization form to:

Work-Study Coordinator
Financial Aid Office
University of California
Davis, CA

Approved as to Form
Dated 8-2-77
[signature] Deputy
County Counsel of Yolo County

P 27
5/77

Book

AGREEMENT NO. 77 - 206

RECEIVED
AUG - 9 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE I, II, VI

FILED
AUG - 9 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Sub-Grantee Name County Office of Education - Project MOVE	
Address 500 First Street	
City Woodland, CA 95695	Phone: 666-8563
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-244 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   of $ 534 .
   ~~Decrease~~

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7-1-77 to 9-30-77 .

4. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Legal Name of Sub-Grantee)	
Paul L. Potts	Twyla J. Thompson
(Signature of Authorized Officer)	
	TWYLA J. THOMPSON, Chairman BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Nita E. Lucas DEPUTY

(SEAL)

7-14-77

BUDGET

CETA - TITLES I, II & VI

COUNTY OFFICE OF EDUCATION - PROJECT MOVE

Source of Funds:

Micro Fiched

TITLE	POOL ADMINISTRATION AVERAGE % CHARGED	FUNDING FROM EACH TITLE
I	6%	$ 796
II	40%	5,306
VI	54%	7,164
		$ 13,266

Use of Funds

Wages:	3 mos @ 771 mo.	$2,313	
	9 mos @ 821 mo.	7,389	$ 9,702
Retirement	$9,702 @ .0763		740
OASDI	$9,702 @ .0585		568
Health Ins.	12 mos @ $75.00		900
Work. Comp.	@ .0147		143
U.I.	@ .036		349
Transportation	450 mi/mo x .16 x 12 mos.		864
		TOTAL	$ 13,266

AGREEMENT NO. 77 - 207

RECEIVED
OCT 13 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED
OCT 13 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name City of Winters	
Address P. O. Box 457	
City Winters, CA 95694	Phone: 795-4910
Program Director Michael E. Jones	Date of Modification February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-267, is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No. 76-246 effective January 31, 1977.

2. The unexpended Title II funds totaling $ 62,968 shall be de-obligated and the increase in Title VI shall be allocated to fund all positions through September 30, 1977.

3. Transfer all positions currently funded by Title II to VI.

4. The amount of funds allocated per this Title VI is $ 66,502 .

5. The term of the Title VI subgrant shall begin on February 1, 1977.

6. All parties in the Sub-Grant Agreement shall be bound during the modification period to the rules and regulations which pertain to Title VI public service employment.

7. The attached exhibit sets forth the positions authorized and financed during the modification period.

City of Winters
(Legal Name of Sub-Grantee)

Michael E. Jones
(Signature of Authorized Officer)

MICHAEL E JONES
ADMINISTRATOR / PLANNER
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY ..... DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

CITY OF MINERS

Micro Fiche

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Administrative Assistant	$ 4,117	$ 6,002	$ 10,119
Dispatcher/Clerk-Matron	3,308	7,008	10,316
Typist/Clerk-Dispatcher Clerk	3,487	7,080	10,567
Public Worksman	3,048	8,612	11,660
Public Worksman	3,995	8,684	12,679
Public Worksman	4,476	9,259	13,735
Public Worksman	4,268	8,810	13,078
Public Worksman	-0-	5,615	5,615
Public Worksman	-0-	5,432	5,432
Nine Positions	$ 26,699	$ 66,502	$ 93,201

Book

AGREEMENT NO. 77 - 208

RECEIVED
AUG 1 1 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED
AUG 11 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Sub-Grantee Name City of Woodland	
Address 300 First Street	
City Woodland, CA 95695	Phone: 662-5416
Program Director Kris B. Kristensen	Date of Modification February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-268, is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No. 76-247 effective January 31, 1977.

2. The unexpended Title II funds totaling $ 32,370 shall be de-obligated and the increase in Title VI shall be allocated to fund all positions through September 30, 1977.

3. Transfer all positions currently funded by Title II to VI.

4. The amount of funds allocated per this Title VI is $ 33,694.

5. The term of the Title VI subgrant shall begin on February 1, 1977.

6. All parties in the Sub-Grant Agreement shall be bound during the modification period to the rules and regulations which pertain to Title VI public service employment.

7. The attached exhibit sets forth the positions authorized and financed during the modification period.

CITY OF WOODLAND
(Legal Name of Sub-Grantee)

Thos. A. Peterson
(Signature of Authorized Officer)

Thomas A. Peterson, City Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Pete E. Lucas
DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE VI

CITY OF WOODLAND

Micro Fiched

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 10/1/77-9/30/77	CONTRACT TOTAL
Account Clerk	$ -0-	$ 6,731	$ 6,731
Clerk-Typist I	-0-	7,383	7,383
Groundsman/Gardener	-0-	3,641	3,641
Groundsman/Gardener	3,288	7,618	10,906
Groundsman/Gardener	3,731	7,987	11,718
Groundsman/Gardener	3,716	7,379	11,095
Groundsman/Gardener	3,535	7,505	11,040
Maintenance Man I	-0-	8,904	8,904
Maintenance Man I	476	6,434	6,910
Nine Positions	$ 14,746	$ 63,582	$ 78,328

AGREEMENT NO. 77 - 209

RECEIVED
1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name City of Davis	
Address 226 F Street	
City Davis, CA 95616	Phone: 756-3740
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-266 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~XXXXXXXX~~
   Decrease of $ 1,129 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

CITY OF DAVIS
(Legal Name of Sub-Grantee)

Howard L. Reese
(Signature of Authorized Officer)

HOWARD L. REESE, CITY MANAGER
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY ..... DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

CITY OF DAVIS

Micro Fiched

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 10/1/76-9/30/77	CONTRACT TOTAL
Maintenance Worker I	$ -0-	$ 11,217	$ 11,217
Maintenance Worker I	-0-	12,416	12,416
Two Positions	$ -0-	$ 23,633	$ 23,633

AGREEMENT NO. 77 - 210

BOOK

RECEIVED
AUG - 8 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

FILED
AUG - 8 1977
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Micro Fiched

Sub-Grantee Name County Office of Education	
Address 500 First Street	
City Woodland, CA 95695	Phone: 666-8563
Program Director	Date of Modification July 1, 1977

The Sub-Grant between the parties, Yolo County Agreement No. 76-249 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~XXXXXXXX~~ of $ 18,678 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

(Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Signature of Authorized Officer)	Twyla J Thompson
(Typed Name & Title of Authorized Officer)	TWYLA L. THOMPSON, Chairman BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE II

COUNTY OFFICE OF EDUCATION

Micro Fiched

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Account Clerk	$ 3,301	$ -0-	$ 3,301
Clerk-Typist	4,061	-0-	4,061
Program Clerk	11,498	-0-	11,498
Outreach Worker	11,637	-0-	11,637
Outreach Worker	10,769	-0-	10,769
Outreach Worker	11,453	-0-	11,453
Outreach Worker	13,163	-0-	13,163
Utility Worker	10,787	-0-	10,787
Eight Positions	$ 76,669	$ -0-	$ 76,669

AGREEMENT NO. 77 - 211

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

RECEIVED
AUG 2 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
AUG 2 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
Deputy

Sub-Grantee Name County Supervisors Association of California	
Address 11th & L Bldg., Suite 201	
City Sacramento, CA 95814	Phone: 441-4011
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-248 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~XXXXXXXXX~~
   Decrease of $ 1,027 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	Twyla J. Thompson
(Typed Name & Title of Authorized Officer)	TWYLA J. THOMPSON, Chairman BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY ..... DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE II

COUNTY SUPERVISORS ASSOCIATION OF CALIFORNIA

Micro Fiched

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Clerk-Typist I	$ 8,897	$ -0-	$ 8,897
One Position	$ 8,897	$ -0-	$ 8,897

AGREEMENT NO. 77 - 212

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

FILED
AUG 15 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

Sub-Grantee Name East Yolo Community Services District	
Address P. O. Box 802	
City West Sacramento, CA 95691	Phone: 371-4132
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-251 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~XXXXXXXXX~~
   Decrease of $ 4,591 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

East Yolo Community Services District
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Robert O.Brugge, General Manager/Secretary
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE II

EAST YOLO COMMUNITY SERVICES DISTRICT

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Wastewater Operator	$ 11,896	$ -0-	$ 11,896
Pump System Maintenance Trainee	10,661	-0-	10,661
Two Positions	$ 22,557	$ -0-	$ 22,557

Micro Fiched

AGREEMENT NO. 77 - 213

RECEIVED
OCT 10 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

FILED
OCT 10 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

TITLE II

Sub-Grantee Name KVIE Channel 6	
Address 2480 Garden Hwy.	
City Sacramento, CA 95833	Phone: 929-5843 Micro Fiched
Program Director	Date of Modification July 1, 1977

The Sub-Grant between the parties, Yolo County Agreement No. 76-252 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~Increase~~
   Decrease of $ 2,684 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

CENTRAL CALIFORNIA EDUCATIONAL TELEVISION
(Legal Name of Sub-Grantee)

Margaret Johnstone
(Signature of Authorized Officer)

Margaret Johnstone
Director of Administration
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE II

KVIE CHANNEL 6

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Production Crew	$ 7,171	$ -0-	$ 7,171
One Position	$ 7,171	$ -0-	$ 7,171

Micro Fiched

AGREEMENT NO. 77 - 214

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

RECEIVED
OCT - 4 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AUG 0 8 1977
FILED
OCT - 4 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA F. CONLEY
Deputy

Sub-Grantee Name Legal Aid Society of Sacramento - Yolo County	
Address 517 Second Street	
City Woodland, CA 95695	Phone: 662-1065
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-253 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 424 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

Legal Aid Society of Sacramento
(Legal Name of Sub-Grantee)

Duane Einhorn, Administrator
(Signature of Authorized Officer)

Duane Einhorn
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE II

LEGAL AID SOCIETY OF SACRAMENTO - YOLO COUNTY

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Legal Secretary	$ 8,516	$ -0-	$ 8,516
One Position	$ 8,516	$ -0-	$ 8,516

Micro Fiched

AGREEMENT NO. 77 - 215

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

RECEIVED
OCT - 4 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
OCT - 4 1977
LAURENCE P. HENIGAN, Clerk
By....DEBRA E. CONLEY..... Deputy

Sub-Grantee Name Legal Center for the Elderly	
Address 517 Second Street	
City Woodland, CA 95695	Phone: 444-6760
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-254 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~Increase~~
   Decrease of $ 2,181 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

Legal Aid Society of Sacramento (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Signature of Authorized Officer)	Twyla J. Thompson
Duane Einhorn, Administrator (Typed Name & Title of Authorized Officer)	TWYLA J. THOMPSON, Chairman BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE II

LEGAL CENTER FOR THE ELDERLY

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Paralegal	$ 6,231	$ -0-	$ 6,231
One Position	$ 6,231	$ -0-	$ 6,231

Micro Eiched

AGREEMENT NO. 77 - 216

Book

RECEIVED
AUG 1 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

FILED
AUG 1 1 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Sub-Grantee Name Sacramento Children's Home	
Address 2750 Sutterville Road	
City Sacramento, CA 95814	Phone: 452-5301 or 456-7133
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-255 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~Increase~~
   Decrease of $ 6,047 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

(Legal Name of Sub-Grantee)

Eric Gill
(Signature of Authorized Officer)
Executive Director

(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE II

SACRAMENTO CHILDREN'S HOME

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Child Care Worker Trainee	$ 7,310	$ -0-	$ 7,310
Bookkeeper Trainee (Terminated 2/15/77)	3,413	-0-	3,413
One Position	$ 10,723	$ -0-	$ 10,723

Micro Fiched

AGREEMENT NO. 77 - 217

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

RECEIVED
JUN 29 1977
LAURENCE P. HENIGAN, Clerk
By ____ Deputy

Sub-Grantee Name United Christian Centers of the Greater Sacramento Area, Inc.	
Address P. O. Box 8108	
City Sacramento, CA	Phone: 452-5715
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-256 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 2,169 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

United Christian Centers of the Greater Sacramento Area, Inc. (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
Abraham McIntosh, M.D. (Signature of Authorized Officer)	Twyla J. Thompson
Abraham McIntosh, M.D. President, Board of Directors (Typed Name & Title of Authorized Officer)	TWYLA J. THOMPSON, Chairman BOARD OF SUPERVISORS
FILED AUG 9 1977 LAURENCE P. HENIGAN, Clerk By DEBRA E. CONLEY Deputy	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY ____ DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE II

UNITED CHRISTIAN CENTERS OF THE GREAT SACRAMENTO AREA, INC.

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Driver	$ 6,445	$ -0-	$ 6,445
Program Aide	4,359	-0-	4,359
Secretary	6,026	-0-	6,026
Three Positions	$ 16,830	$ -0-	$ 16,830

Micro Fiched

AGREEMENT NO. 77 - 218

Book

RECEIVED
AUG 1 1 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

FILED
AUG 11 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name Yolo Family Service Agency	
Address Midtown Bldg., Suite 103, 327 College Street	
City Woodland, CA 95695	Phone: 662-2211
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-262 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~XXXXXXXXX~~
   Decrease of $ 1,817.

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77.

4. This modification is effective on the Date of Modification set forth above.

Yolo Family Service Agency
(Legal Name of Sub-Grantee)

Katherine R. Clement
(Signature of Authorized Officer)

Katherine R. Clement, President
(Typed Name & Title of Authorized Officer)

Boarddof Directors

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE II

YOLO FAMILY SERVICE AGENCY

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Account Clerk	$ 7,071	$ -0-	$ 7,071
One Position	$ 7,071	$ -0-	$ 7,071

Micro Fiched

AGREEMENT NO. 77 - 219

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II

RECEIVED
OCT - 6 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
OCT - 6 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name Yuba Community College - Woodland	
Address 635 California Street	
City Woodland, CA 95695	Phone: 666-4454
Program Director	Date of Modification July 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-287 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~XXXXXXXXX~~
   Decrease of $ 13,709 .

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 7/1/77 to 9/30/77 .

4. This modification is effective on the Date of Modification set forth above.

Yuba Community College District--Woodland
(Legal Name of Sub-Grantee)

Robert J. Carey
(Signature of Authorized Officer)

Robert J. Carey, Asst. Supt., Business Services
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE II

YUBA COMMUNITY COLLEGE - WOODLAND

POSITION	EXPENDED TITLE II 10/01/76-9/30/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Secretary I	$ 8,930	$ -0-	$ 8,930
Instructional Assistant	7,659	-0-	7,659
Two Positions	$ 16,589	$ -0-	$ 16,589

Micro Fiches

AGREEMENT NO. 77 - 220

RECEIVED
AUG 17 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED
AUG 17 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

Sub-Grantee Name Davis Joint Unified School District	
Address 23 Russell Boulevard	
City Davis, CA 95616	Phone: 756-0300
Program Director	Date of Modification February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-250 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-250 effective retroactively to 1/31/77.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 2/1/77.

3. The unexpended Title II funds totaling $ 46,957 shall be de-obligated and new Title VI funds totaling $ 27,933 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-250 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Legal Name of Sub-Grantee)	
David Roebuck (Signature of Authorized Officer)	Twyla J. Thompson
District Superintendent (Typed Name & Title of Authorized Officer)	TWYLA J. THOMPSON, Chairman BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY _____ DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE VI

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Micro Fiched

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Account Clerk	$ 3,616	$ 4,950	$ 8,566
Custodian	-0-	2,757	2,757
Delivery Person	3,532	6,556	10,088
Groundsworker	-0-	2,757	2,757
Instructional Aide	39	2,485	2,524
Instructional Aide	127	2,595	2,722
Receptionist	3,087	5,833	8,920
Seven Positions	$ 10,401	$ 27,933	$ 38,334

AGREEMENT NO. 77 - 221

Book

RECEIVED
JAN 1 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JAN 1 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

Sub-Grantee Name University of California at Davis	
Address 312 Mrak Hall	Micro Fiched
City Davis, CA 95616	Phone: 752-6710
Program Director	Date of Modification January 1, 1977

The Sub-Grant between the parties, Yolo County Agreement No. 76-257 76-286 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-257;76-286 effective retroactively to 12/31/76.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 1/1/77.

3. The unexpended Title II funds totaling $ 169,203 shall be de-obligated and new Title VI funds totaling $ 227,758 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-257 76-286 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Legal Name of Sub-Grantee)	
[signature]	[signature]
(Signature of Authorized Officer)	
Fredric W. Hill Associate Dean for Research (Typed Name & Title of Authorized Officer)	TWYLA J. THOMPSON, Chairman BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENICAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

UNIVERSITY OF CALIFORNIA AT DAVIS

Micro Fiche

POSITION	EXPENDED TITLE II 10/01/76-12/31/76	PROJECTED TITLE VI 1/1/77-9/30/77	CONTRACT TOTAL
Animal Caretaker	$ -0-	$ 2,676	$ 2,676
Assistant Storekeeper	2,738	2,676	5,414
Building Maintenance Worker	2,502	5,320	7,822
Clerk	-0-	2,268	2,268
Community Health Worker	-0-	2,989	2,989
Groundskeeper	2,733	9,579	12,312
Groundskeeper	-0-	9,579	9,579
Lab Assistant II	2,790	9,579	12,369
Lab Assistant II	2,562	9,035	11,597
Lab Assistant I	2,577	9,219	11,796
Lab Assistant I	-0-	8,027	8,027
Lab Assistant I	-0-	8,023	8,023
Lab Assistant I	2,562	9,576	12,138
Lab Assistant I	1,730	9,576	11,306
Lab Assistant I	2,513	8,023	10,536
Library Assistant I	-0-	7,856	7,856
Museum Preparator	1,941	8,361	10,302
Secretary II	-0-	9,579	9,579
Principal Clerk	1,615	8,964	10,579
Principal Clerk	-0-	8,964	8,964
Program Representative	3,005	9,579	12,584
Senior Clerk	2,303	8,524	10,827
Senior Clerk	2,817	7,856	10,673
Senior Typist Clerk A	1,234	7,856	9,090
Senior Typist Clerk A	2,251	8,749	11,000
Senior Typist Clerk A	2,333	7,856	10,189
Staff Research Associate	2,825	9,579	12,404
Staff Research Associate	-0-	9,579	9,579
Typist-Clerk (½ time)	1,132	4,012	5,144
Typist-Clerk (½ time)	1,053	4,299	5,352
Thirty Positions	$ 45,216	$ 227,758	$ 272,974

AGREEMENT NO. 77 - 222

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

RECEIVED
AUG - 91977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
AUG - 91977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Sub-Grantee Name Washington Fire Protection District	
Address 317 Third Street	
City Broderick, CA 95605	Phone: 372-0424
Program Director	Date of Modification February 1, 1977 Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-258 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-258 effective retroactively to 1/31/77.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 2/1/77.

3. The unexpended Title II funds totaling $ 23,189 shall be de-obligated and new Title VI funds totaling $ 20,066 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-258 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

WASHINGTON FIRE PROTECTION DISTRICT
(Legal Name of Sub-Grantee)

George D. Garber, Chief
(Signature of Authorized Officer)

George D. Garber, Chief
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY ..... DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE VI

WASHINGTON FIRE PROTECTION DISTRICT

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Clerk/Dispatcher	$ 3,050	$ 6,148	$ 9,198
Firefighter	4,097	8,067	12,164
Firefighter	3,228	5,851	9,079
Three Positions	$ 10,375	$ 20,066	$ 30,441

Micro Fiched

AGREEMENT NO. 77 - 223

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

RECEIVED
FEB 1977
LAURENCE P. HENIGAN, Clerk
By Deputy

FILED
1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name West Plainfield Fire Protection District	
Address Route 1, Box 2415	
City Davis, CA 95616	Phone: 662-8871
Program Director	Date of Modification February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-259 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-259 effective retroactively to 1/31/77.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 2/1/77.

3. The unexpended Title II funds totaling $ 18,493 shall be de-obligated and new Title VI funds totaling $ 19,347 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-259 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

West Plainfield Fire Protection District
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

B.D. Arnold
Commissioner - Business Mgr
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

WEST PLAINFIELD FIRE PROTECTION DISTRICT

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Fireman Trainee	$ 3,155	$ 6,514	$ 9,669
Fireman Trainee	3,332	6,528	9,860
Fireman Trainee	3,154	6,305	9,459
Three Positions	$ 9,641	$ 19,347	$ 28,988

Micro Fiched

AGREEMENT NO. 77 - 224

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
AUG 10 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

Sub-Grantee Name Winters Fire Protection District	
Address 10 Abbey Street	
City Winters, CA 95694	Phone: 795-4131
Program Director	Date of Modification February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-260 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-260 effective retroactively to 1/31/77.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 2/1/77.

3. The unexpended Title II funds totaling $ 18,700 shall be de-obligated and new Title VI funds totaling $ 22,801 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-260 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

Winters Fire Dist
(Legal Name of Sub-Grantee)

Vernon C. Bruhn
(Signature of Authorized Officer)

VERNON C. BRUHN FIRE CHIEF
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE VI

WINTERS FIRE PROTECTION DISTRICT

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Fireman Trainee	$ 2,753	$ 5,028	$ 7,781
Fireman Trainee	1,935	5,570	7,505
Fireman Trainee	2,922	6,456	9,378
Fireman Trainee	2,922	5,747	8,669
Four Positions	$ 10,532	$ 22,801	$ 33,333

Micro Fiched

AGREEMENT NO. 77 - 225

Book

RECEIVED
AUG 10 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED
AUG 10 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Sub-Grantee Name	
Winters Joint Unified School District	
Address	
47 Main Street	
City	Phone:
Winters, CA 95694	795-4588
Program Director	Date of Modification
	February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-265 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-265 effective retroactively to 1/31/77.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 2/1/77.

3. The unexpended Title II funds totaling $ 44,577 shall be de-obligated and new Title VI funds totaling $ 47,599 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-265 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

Winters Joint Unified School District
(Legal Name of Sub-Grantee)

John R. Graf
(Signature of Authorized Officer)

John R. Graf
District Superintendent
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE VI

WINTERS JOINT UNIFIED SCHOOL DISTRICT

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Bookkeeper	$ 3,054	$ 5,007	$ 8,061
Gardener/Custodian	2,702	5,955	8,657
Gardener/Custodian	2,274	5,865	8,139
Gardener/Custodian	2,043	4,198	6,241
Gardener/Custodian	2,179	5,414	7,593
Gardener/Custodian	3,049	4,624	7,673
Gardener/Custodian	3,010	3,832	6,842
Library Clerk	1,510	3,504	5,014
Library Clerk	2,725	3,513	6,238
Secretary	2,598	5,687	8,285
Ten Positions	$ 25,144	$ 47,599	$ 72,743

Micro Fiched

AGREEMENT NO. 77 - 226

Book

RECEIVED
AUG - 91977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED
AUG - 91977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Sub-Grantee Name	
Yolo County Housing Authority	
Address	
P. O. Box 57	
City	Phone:
Woodland, CA 95695	662-7043
Program Director	Date of Modification
	February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-261 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-261 effective retroactively to 1/31/77.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 2/1/77.

3. The unexpended Title II funds totaling $ 57,501 shall be de-obligated and new Title VI funds totaling $ 61,738 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-261 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

YOLO COUNTY HOUSING AUTHORITY
(Legal Name of Sub-Grantee)

D. Ross Parker
(Signature of Authorized Officer)

D. ROSS PARKER EXECUTIVE DIRECTOR
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

YOLO COUNTY HOUSING AUTHORITY

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Maintenance II	$ 4,493	$ 8,652	$ 13,145
Maintenance II	4,493	8,652	13,145
Maintenance II	4,493	8,140	12,633
Maintenance I	3,881	7,957	11,838
Maintenance I	3,881	4,877	8,758
Maintenance I	-0-	4,582	4,582
Maintenance I	-0-	4,466	4,466
Loan Coordinator	4,221	8,119	12,340
Secretary Receptionist	2,331	6,293	8,624
Nine Positions	$ 27,793	$ 61,738	$ 89,531

Micro Fiched

AGREEMENT NO. 77 - 227

RECEIVED
AUG 10 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED
AUG 10 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name Yolo-Solano Air Pollution Control District	
Address 323 First Street	
City Woodland, CA 95695	Phone: 666-8433
Program Director	Date of Modification February 1, 1977

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 76-263 is hereby modified as follows:

1. Terminate the Title II allocation under the County of Yolo Agreement No 76-263 effective retroactively to 1/31/77.

2. Transfer all positions previously funded by Title II to Title VI effective retroactively to 2/1/77.

3. The unexpended Title II funds totaling $ 6,033 shall be de-obligated and new Title VI funds totaling $ 8,060 shall be allocated to fund all positions through September 30, 1977.

4. All parties in the Sub-Grant Agreement No. 76-263 shall be bound during the modification period to the rules and regulations which pertain to Title VI Public Service Employment.

5. The attached exhibit set forth the positions authorized and financed during the modification period.

6. This modification is effective on the Date of Modification set forth above.

YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT
(Legal Name of Sub-Grantee)

James A. Koslow
(Signature of Authorized Officer)

JAMES A. KOSLOW
AIR POLLUTION CONTROL OFFICER
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

7-14-77

LISTING OF POSITIONS

CETA TITLE VI

YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT

POSITION	EXPENDED TITLE II 10/01/76-1/31/77	PROJECTED TITLE VI 2/1/77-9/30/77	CONTRACT TOTAL
Engineering Aide	$ 3,492	$ 8,060	$ 11,552
One Position	$ 3,492	$ 8,060	$ 11,552

Micro Fiched

STREET IMPROVEMENT AGREEMENT

(Parcel Map No. 2618)

AGREEMENT NO. 77-228

THIS AGREEMENT is made and entered into on this 26th day of July, 1977, by and between LOUIS CHERIN AND ADINA CHERIN as community property

JUL 26 1977

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS, Deputy

hereinafter referred to as "Owner" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, Owner proposes to develop that area known and referred to as Parcel Map No. 2618, and promises to present plans and specifications for the development thereof.

Micro Fiched

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Owner will construct along the frontage of Parcels 2 and 3 of Parcel Map No. 2618 between Engineers Stations 28 + 51.92 and 30 + 91.72 public improvements including but not limited to street improvements consisting of concrete curbs, gutters, sidewalks and driveway aprons, 8' wide parking lane constructed of asphalt paving and aggregate base, and storm drainage facilities adequate to drain said parcels, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works. Construction shall be in good and workmanlike manner, and upon completion, said improvements shall be relinquished to the agency of jurisdiction as agreed upon herein.

2. That County will construct the required street improvements along the east side of the proposed State Highway 84 between West Capitol Avenue and Engineers Station 28 + 51.92 concurrent with construction of State Highway 84.

3. That at such time as the Director of Public Works deems it necessary, County will construct the required street improvements along the frontage of Parcel 4 between Engineers Station 34 + 06.18 and Station 38 + 37.19, the northerly limit of Parcel 4.

4. That Owner shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Owner's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees and all action or causes of action filed by any person or persons claiming damage caused by construction of improvements required by this Agreement.

5. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By _____
Chairman of the Board of Supervisors

OWNER

Micro Fiched

By _____

Approved as to Form

Dated .....

_____
County Counsel of Yolo County

Subdivision Guarantee

NO.	FEE
19324-028	$ 50.00
SUBDIVISION Parcel Map No. 2618	

Title Insurance and Trust Company, a corporation, Guarantees

the County of Yolo

and any City within which said subdivision is located in a sum not exceeding $1000.00

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Louis Cherin and Adina Cherin,
his wife

Micro Fiched

The map hereinbefore referred to is a subdivision of:

See Attached Exhibit A

Dated: July 15, 1977, @ 7:30 a.m.

Title Insurance and Trust Company

by John E Flood, PRESIDENT

Attest: John J Egan SECRETARY

EXHIBIT A

All that real property lying in the County of Yolo, State of California, described as follows:

Commencing at Southwest corner of Swamp Land Survey No. 979 as same appears of record on that certain Record of Survey Map, filed in Maps and Surveys Book 5, page 44, Yolo County Records; thence North 21° 14' 13" East, 65.87 feet to a point in the North line of West Capitol Avenue; thence along said line of West Capitol Avenue, South 73° 26' 13" West, 1424.90 feet; thence along an occupied property line, at right angles to West Capitol Avenue, North 16° 33' 47" West, 400.00 feet to the True point of beginning; thence from said True point of beginning, parallel with West Capitol Avenue, South 73° 26' 13" West, 606.90 feet to a point in the Easterly Right of Way line of proposed State Route 84, also being designated as Department of Public Works Survey on Road 03-Yol-84 from Post Mile 21.8 to Post Mile 23.0; thence Northerly from a tangent that bears North 11° 29' 35" East, along a curve to the right with a radius of 950.00 feet through an angle of 06° 23' 56" and a arc length of 106.10 feet said curve being subtended by a chord bearing North 14° 41' 33" East, the distance 106.04 feet to a point distance 50.00 feet Easterly, measured at right angles from the base line at Engineer's Station "A" 27+39.51 of the Department of Public Works Survey on Road 03-Yol-84 Post Mile 21.8 to Post Mile 23.0; thence continuing along said Easterly Right of Way line of State Route 84, North 17° 53' 31" East, 330.92 feet; thence along a curve to the left with a radius of 1050.00 feet through an angle of 31° 02' 16" an arc length of 568.80 feet, said curve being subtended by a chord North 02° 22' 23" East, 561.87 feet to the end of curve; thence non-tangent to said curve North 11° 53' 34" West, 177.01 feet to a point in the Southerly line of the Sacramento Northern Railroad Right of Way; thence along the Southerly line of said Sacramento Northern Railroad Right of Way, South 71° 35' 07" East, 201.44 feet; thence leaving said Railroad Right of Way at right angles South 18° 24' 53" West, 80.00 feet; thence South 71° 35'07" East, 75.00 feet; thence South 18° 24'53" West, 197.53 feet; thence Southeasterly along a curve to the right with a radius of 32.00 feet through an angle of 90°00'00", an arc length of 50.26 feet, said curve being subtended by a chord bearing South 26°35'07" East, 45.26 feet; thence tangent to said curve South 18°24'53" West, 32.00 feet; thence South 71°35'07" East, 62.20 feet to the Northwest corner of that tract of land conveyed to West Sacramento Sanitary District by deed recorded March 4, 1953, in Book 387 of Official Records, page 327, County of Yolo; thence along the Westerly property line of West Sacramento Sanitary District South 16°33'47" East, 132.01 feet; thence North 73°26'13" East, 60.00 feet to the Southeasterly corner of said property of West Sacramento Sanitary District; thence along an occupied property line South 16°33'47" East, 447.08 feet to the true point of beginning.

Micro Fiched

The meridan for the above description is identical with that used in the deeds for the acquisition of the Right of Way for State Route 84 by the State of California, Department of Public Works Survey of Road 03-Yol-84 from Post Mile 21.8 to Post Mile 23.0 which indicates the bearing of the Northerly line of West Capitol Avenue is South 73°26'13" West.

DR/rlm

COUNTY OF YOLO

PLANNING DEPARTMENT
292 WEST BEAMER
WOODLAND, CALIFORNIA 95695
TELEPHONE 666-8556
AREA CODE 916

July 16, 1976

Micro Fiched

Negative Declaration
Land Division Plat #2618
William MacLaughlin
Assessor's Parcel Nos. 8-290-06,
8-140-65, 8-140-75

The applicant proposes to divide a 6.9± acre parcel into three parcels of 2.35±, 1.15± and 3.4± acres each north of West Capitol Avenue and immediately East of the proposed alignment of State Route 84. The area is currently zoned Community Commercial (C-2), and designated on the East Yolo Area General Plan RH (High Density Residential).

This proposal could conceivably have significant environmental impact which would require an EIR. In this case a Negative Declaration is believed approrpiate for the following reasons:

1. The proposal will enable the completion of an existing commercial development in an area zoned commercially.

2. The proposal will generally aid the establishment of land uses compatible with the General Plan.

FILED
AUG - 3 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

NOTICE OF DETERMINATION

No. 77-22

NOTICE IS HEREBY GIVEN pursuant to Public Resources Code § 21152 and Yolo County Code § 10-1.910 that the County of Yolo acting by its decision-making officer or body has made the following determination whether to approve or disapprove a project as follows:

Micro Fiched

1. The decision-making officer or body is The Board of Supervisors of the County of Yolo, State of California.

2. The project is described as follows: Acceptance of Parcel Map No. 2618 of the Cherin Property in West Sacramento for creation of 3 parcels ~~in the Community Commercial (C-2) Zone of the Yolo County General Plan.~~

3. The project was (~~disapproved~~ approved) on July 26, 1977

4. The project (~~will~~ will not) have a significant effect on the environment.

5. An environmental impact report (~~has~~ has not) been prepared pursuant to the provisions of the California Environmental Quality Act.

Dated: August 1, 1977

Yolo County Board of Supervisors
Decision-making Officer or body

BY _____
LAURENCE P. HENIGAN,
its Clerk

FILED

JUL 26 1977

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

RESOLUTION NO. 77-79

Resolution of Acceptance for Parcel Map No. 2618 of the Cherin Property in West Sacramento.

WHEREAS, the final tracing for Parcel Map No. 2618 has been prepared and presented to the Board of Supervisors for approval;, and

Micro Fiched

WHEREAS, the Yolo County Planning Commission considered and approved a Negative Declaration of environmental impact for the proposed project, and this Board has considered and approved said Negative Declaration; and

WHEREAS, the tentative map for Parcel Map No. 2618 has been approved by said Planning Commission; and

WHEREAS, said map contemplates creation of three (3) parcels in the Community Commercial (C-2) Zone, of the Yolo County General Plan; and

WHEREAS, the final tracing of said Parcel Map has been signed by all necessary parties, pursuant to the provisions of the Government Code of the State of California; and

WHEREAS, said map in all respects complies with the provisions of the State Subdivision Map Act and of the Local Ordinances;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows: (1) After consideration of the Negative Declaration of environmental impact for the proposed project, this Board finds that the project as proposed and approved will not have a significant effect on the environment, and the Negative Declaration on file is hereby approved by this Board. (2) This Board hereby finds that the proposed subdivision, together with the provisions for its design and improvements, is consistent with general plan adopted for the County of Yolo. (3) This Board hereby approves Parcel Map No. 2618 as submitted, and instructs the clerk to prepare said map for transmittal to the County Recorder for filing.

BE IT FURTHER RESOLVED (1) that this Board hereby approved Agreement No. 77-228 the Street Improvement Agreement for Parcel Map No. 2618 and authorizes the Chairman of this Board to sign said Agreement, (2) that the Clerk of this Board hereby is authorized and ordered to file a Notice of Determination upon this project, with a copy of the Negative Declaration attached, said notice to include the decision of this Board to approve the proposed project, the finding of this Board that the proposed project will not have a significant effect on the environment, and a statement that no environmental impact report has been prepared, all pursuant to the California Environmental Quality Act.

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PASSED, APPROVED AND ADOPTED this 26th day of July, 1977, by the following vote:

AYES: Duncan, Barton, Edmonds, Marchand, Thompson.

NOES: None.

ABSENT: None.

Temple J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, Clerk
By Ruth E. Duncan Deputy
(Seal)

APPROVED AS TO FORM:

County Counsel

RECEIVED
NOV - 2 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-229
PROJECT

FILED
NOV - 2 1977
LAURENCE P. HENIGAN, Clerk
DEBRA E. CONLEY
By..... Deputy

Sub-Grantee Name

EDD - CETA Office (for the State of California) (Project #62C)

Address

711 N Street

City **Phone:**

Sacramento, CA 95814 322-7751 Micro Fiched

Program Director

1. Amount of funds allocated per this sub-grant is $ 55,988 .

2. Grant period begins 8-15-77 and ends 8-14-78 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Anthony J. Gutierrez
Director
State CETA Office

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

SY-52 **(SEAL)**

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

Book

PROJECT NAME STATE CETA OFFICE (EDD) - DEPARTMENT OF HEALTH-DISABLED HIRING PROJECT PROJECT NO. 62C

RECRUITMENT WILL START 7-25-77.

SPECIAL AND RECENT VETERANS (IF ANY) WILL BE REFERRED 7-27-77.

RECRUITMENT WILL BE COMPLETED 8-2-77.

APPLICATIONS WILL BE DELIVERED 8-4-77.

SELECTION AND ENROLLMENT WILL BE MADE 8-12-77.

PROJECT WILL START ON CONTRACT DATE OF 8-15-77.

referred to as PROGRAM AGENT, and _____

hereinafter referred to as SUBGRANTEE.

FILED

AUG 24 1977

LAURENCE P. HENIGAN, Clerk

By DEBRA E. CONLEY DEPUTY

RECEIVED

AUG 5 1977

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

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2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 15, 1977 and terminating on August 14, 1978. Said term of this agreement shall not exceed twelve months.

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5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS: ----- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT::

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least

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30 days before the effective date of such termination. If the Agreement is terminated by either party as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

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7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. SUBGRANTEE shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

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services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

12. LEGAL RELATIONSHIP:

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A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

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D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

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18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

Twyla J Thompson
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Dated: Aug 4, 1977

EMPLOYMENT DEVELOPMENT DEPARTMENT
Legal Name of Subgrantee

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Signature of Authorized Officer

Director
State CETA Office
Title of Authorized Officer

Project #62C

EDD - CETA OFFICE

PROGRAM TO RECRUIT, HIRE AND INTEGRATE THE DISABLED INTO EMPLOYMENT WITH THE STATE DEPARTMENT OF HEALTH

POSITION/TITLE		WAGES AND BENEFITS
Staff Service Analyst		$ 11,292
Staff Service Analyst		11,292
Staff Service Analyst		11,292
Staff Service Analyst		11,292
Staff Service Analyst		10,820
Five Positions	TOTAL COST	$ 55,988

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Contract period 12 months effective 8-15-77 through 8-14-78.

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PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Program to Recruit, Hire and Integrate the Disabled into Employment with the State Department of Health

Organizational Name EDD-CETA Office (for the State of California)

Organizational Address 711 N Street, Sacramento, California 95814

Telephone Number 322-7751

Director's Name ANTHONY J. GUTIERREZ, Director, State CETA Office

Person(s) to Contact Margaret Cardoza, 322-7751

Authorized Signature (E/S)

for JOHN L[illegible]

Chief, Public Employment Section, CETA Office

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

Yolo County

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

Micro Fiched

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: State of California -- Department of Health

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2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? The Department of Health is taking the initiative to hire the community disabled.

b. What are the expected results of this project? To give disabled persons work experience that will make them competitive in current State civil service exam processes and eligible for appointments.

c. What is the Public Service provided by this project? To permanently employ persons from the largest minority in Yolo and Sacramento Counties, thus removing them from the public welfare rolls.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

California's largest minority, the disabled, has been grossly neglected by affirmative action plans throughout State service. The Department of Health is taking the initiative to assure that disabled individuals are recruited and hired in all its programs through CETA funds.

SEE specific project tasks which are enclosed as attachments. Each project task includes the job description (a) for that task. A separate budget page and fringe benefit itemization is included for each project task.

PROJECT TITLE:

Licensing and Certification Program

PROJECT NARRATIVE:

It is the responsibility of the Licensing and Certification Division of the State Department of Health to insure that every health or community care facility in the State complies with Department of Health regulations. To that end, the law states that every facility must be inspected at least once a year. The Division is presently 20% understaffed and is often dealing with a back-log of work.

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There are some low priority or one-time tasks that this Division cannot undertake because of our staffing problems. We are therefore requesting 9 (nine) CETA-Disabled positions that would give us the needed staff to perform tasks and would give the 9 (nine) disabled an opportunity to work in an office setting and gain experience that should help them in seeking employment in the future.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

POSITION and NUMBER DESIRED:

PSE IV -- (SSA

SALARY: $861.00 monthly

JOB DESCRIPTION:

Duties will include analytical skills and some budget or accounting background; work on the preparation of management reports involving our Citation Review System, legal action status and legislation review (proposed and introduced) to determine fiscal and health delivery impact.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

Micro Fiched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringe Dollar Amount	% of Months	Total Cost Per Position
861	PSE IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1]Amount shown is the total from attached itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.
[2]Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.8%	$ 585.00
WORKER'S COMPENSATION	@ 3.6%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.5%	$ N/A
	TOTAL	1,300.00

Micro Fiches

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

PROJECT TITLE:

Children Social Service

PROJECT NARRATIVE:

A public service that needs to be intensified, that will assure prompt action steps in providing Children Social Service delivery to children in the Sacramento-Yolo Area.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

POSITION AND NUMBER DESIRED:

Micro Fiched

PSE IV -- (SSA)

SALARY: $861.00 monthly

JOB DESCRIPTION:

Duties: Verify that child is legally free for adoption in accordance with the requirements in California Administrative Code and Civil Code; advise adoption agencies if any additional information is needed where documentation is inadequate; respond to correspondence from parties to an adoption requesting background information; respond to requests from the public for general information on adoption.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

Micro Fiched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringe Dollar Amount	# of Months	Total Cost Per Position
861	PSE IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1]Amount shown is the total from attached Itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.
[2]Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.85%	$ 585.00
WORKER'S COMPENSATION	@ 3.65%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

Micro Fiched

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

PROJECT TITLE:

Medi-Cal Benefits Section

PROJECT NARRATIVE:

A public service that is not being met because of understaffing. A need to answer questions related to correspondence from providers, beneficiaries, the public, and other parties: developments and reviews of programs, policies, and procedures to ensure uniform standards of Medi-Cal services for the benefit of the public.

Micro Fiched

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

POSITION and NUMBER NEEDED:

PSE IV -- (SSA)

SALARY: $861.00 monthly

JOB DESCRIPTION:

Under supervision of the Chief of the Program Analysis Unit (Staff Services Manager II), incumbent performs a wide variety of administrative and analytical staff services assignments of average difficulty relating to planning, public communication, policy formulation and analysis, and program evaluation; acts as a member of task groups or teams on new programs or major Department projects; reviews and evaluates national, state, and local trends relating to health care services and related areas to ensure that the Medi-Cal program is in keeping with the goal of providing to Medi-Cal beneficiaries needed health care services and benefits, within available resources; acts as a representative of the State appearing before public groups to discuss new or ongoing programs; provides liaison with all professional consultant staff (i.e., medical, dental, pharmaceutical, and optometric), and with section management, in the formulation of responses to questions concerning the scope of benefits under the Medi-Cal program; coordinates the preparation of the weekly activity report for section chief; and performs other administrative support duties as required.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

Complete the following information for each position requested. Attach job description sheet for each job title listed.

Micro Fiched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
861	PSE IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1] Amount shown is the total from attached Itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.
[2] Actual starting salary. Amounts above $833 paid by Department.

Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.85%	$ 585.00
WORKER'S COMPENSATION	@ 3.65%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

Micro Fiches

PROJECT TITLE:

Department of Health Information

PROJECT NARRATIVE:

The purpose is to attempt to inform the public of the Department's function. It is hoped that with this additional staff the public will be more updated as to the work the department is doing.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

Micro Fiched

POSITION and NUMBER DESIRED:

1 (one) PSE IV -- (SSA)

SALARY: $861.00 monthly

JOB DESCRIPTION:

Under direction, to do interpretive writing of technical material for news releases and publications of State agencies; and to do other work as required.

Summarizes and interprets facts and trends shown in technical studies and reports; writes articles which are adapted to the needs and interests of diverse groups.

Knowledge and Abilities:

Wide knowledge of: methods of presenting the results of research.

Working knowledge of: type, content, and form of articles required for publication by newspapers, magazines, and trade journals and the type of reading public normally served by these publications.

Familiarity with: research procedures in social and economic problems.

Skill in: interpretive writing; digesting, abstracting, and condensing technical reports and studies.

Ability to: interpret statistical charts, graphs, and tables; write articles which are adapted to the needs and interests of diverse groups; write good English; prepare news releases, radio scripts, addresses, and talks by public officials; write articles for publication.

Originality and tact.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

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Complete the following information for each position requested. Attach job description sheet for each job title listed.*

Micro Fiched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringe Dollar Amount	# of Months	Total Cost Per Position
861	PSR IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1]Amount shown is the total from attached Itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.

[2]Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

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WORKER'S COMPENSATION	@ 3.65%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

Micro Fiched

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

PROJECT TITLE

Treatment Services Delivery and Equal Employment Opportunity

PROJECT NARRATIVE:

A public service that needs to be performed which is not being met because of increased workload of this Division. The Division will develop specific action steps which will assure equal treatment service delivery and equal employment opportunity for all employees and applicants for employment without discrimination based on sex, race, color, age, religion, national origin, disability, or ancestry.

This one-year project will provide equal treatment services delivery and equal opportunities for employees and applicants throughout the eleven State hospitals in the State of California.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

Micro Fiched

POSITION and NUMBER DESIRED:

PSE IV -- (SSA)

SALARY: $861.00 monthly

JOB SITE:

At various State hospitals
Headquarters in Sacramento

JOB DESCRIPTION:

Staff Services Analyst

These persons would assist in the offices of Affirmative Action, Hospital Operations, Program Development, and Compensatory Education. They will be used to compile, analyze, and report on staffing surveys, prepare written reports, and research information.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

Micro Etched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringe Dollar Amount	# of Months	Total Cost Per Position
861	PSE IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1] Amount shown is the total from attached Itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.
[2] Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.85%	$ 585.00
WORKER'S COMPENSATION	@ 3.65%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

Micro Fiched

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

5. Geographic area to be served by the Project: Yolo County

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

Micro Fiched

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

John Luque
Authorized Signature
John Luque
Chief, Public Employment Section
CETA Office

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has been involved for many years in Federally funded employment and training programs for the disadvantaged and long-term unemployed and has maintained an excellent rate of transition into regular civil service for all such programs.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The supervising personnel for the CSSA facilities have been in State service for many years. These supervisors have been involved in supervising numerous persons from previous CETA, Comprehensive Careers, Odf, WIN, etc. funded programs. Supervisors would include senior clerks, office managers, auditors, to project chiefs.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer

Not applicable to State of California Departments

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

A. Project narratives and duty statements are enclosed.

B. 1. Three months to familiarize the trainee with duties of the job. Close supervision.

2. Six months performing the duties of the job training. Moderate supervision.

3. Nine months performing the duties of the job. Limited supervision.

4. During the one-year project, enrollee will be trained and encouraged to apply for State civil service exams.

C. Mr. Martin Veal, Staff Services Manager I, will be in charge of the project. Individual supervisors for the CETA slots are identified in each project narrative.

Micro Fiches

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., site studies, research, public hearings, etc.)
c. What evidence can you state that the community feels there is high priority on this project.

(Supplemental pages may be attached for complete description)

a. This project will bring out the disabled from the closets where they have been hidden and illustrate that the disabled have the education and the talent to perform and compete in society.

b. The employment of the disabled has been grossly neglected as only 1.5% of the disabled out of 20% of the population are employed throughout the State of California and the rest of the country.

c. The SYETA Comprehensive Employment Plan has stated that the disabled are a special concern of the Plan.

Micro Fiched

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

_____Professional	_____Skilled
_____Semi-Professional	_____Unskilled
_____Clerical	_____Semi-Skilled

TOTAL_____

Not applicable to State of California Departments

Micro Fiched

11. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The State buildings at 711 and 715 "G" Street in Modesto, California are barrier free with access to the buildings, ramps, elevators, wide doors, office space, and restrooms modified to offer those suitable to the disabled from Stanislaus and Tuolumne Counties.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The Department of Health has a Dignified Employment Unit (DEU) to ensure the following:

1) Provide the CETA enrollee with work experience and training.

2) Train CETA enrollees in preparing for State civil service exams.

3) Monitor the State civil service exams and encourage CETA enrollees to apply for exams they are qualified for.

4) Make a concentrated effort to transition CETA enrollees into permanent positions, provided they perform satisfactorily and are reachable on an employment list.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Micro Fiched

Comments:

The State of California has separate contracts with Prime Sponsors and Program Agents Statewide including Balance of State and Governor's discretionary Funds.

B. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
TOTAL			

Micro Fiched

Comments:

The State of California has multiple source funding.

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature John Lugnet

June 20, 1977
Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

Micro Fiched

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

Micro Fiched

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

Micro Fiched

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

Micro Fiche

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

Micro Fiched

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)

Micro Fiched

(Seal)

TWYLA J. THOMPSON

(Signature of Authorized Officer)

TWYLA J. THOMPSON, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized Officer)

August 15, 1977

(Date of Application)

STANDARD AGREEMENT — STATE OF CALIFORNIA — STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

Yolo County
Agreement No. 77-230

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1977, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Services Branch	Health	77-58861

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

Micro Fiched

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, under provisions of Section 1511 of the Health and Safety Code, the State Department of Health may contract for state, county, or other public agencies to assume specified licensing, approval, or consultation responsibilities in regard to community care facilities, and

WHEREAS, the State Department of Health deems it advisable to delegate to the County of Yolo, through a contract, the authority and responsibility for the inspection, program assistance, and the securing of compliance with the Community Care Licensing Program laws and regulations and the mailing of State Department of Health licenses;

NOW THEREFORE, in accord with the conditions stated herein, it is mutually agreed as follows:

RECEIVED FILED

SEP 19 1977 — LAURENCE P. HENIGAN, Clerk

SEP 19 1977 — LAURENCE P. HENIGAN, Clerk — Debra E. Corley — Deputy

Approved as to Form
Dated .....
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): E E Stallberg	BY (AUTHORIZED SIGNATURE): Dwight J. Thompson
TITLE: Chief, Program Services Branch	TITLE: Board of Supervisors
CONTINUED ON 4 SHEETS, EACH BEARING NAME OF CONTRACTOR	ADDRESS: Courthouse, Room 104, Woodland, CA 95695

Department of General Services Use ONLY

Exempt from Department of General Services approval per SAM Section 1206.

SEP 19 1977

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ -0-				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASING ENCUMBRANCE	FUNCTION: Encumbering for this contract pursuant to Interagency Agreement #77-58816 between DCH and DDP.			
$				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		T.B.A. NO.	B.R. NO.
$				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: Carlton D. Hess — DATE: 9/2/77

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1206 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF APPROVING OFFICER ON BEHALF OF THE AGENCY: E E Stallberg — DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

Micro Fiched

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

I. The County of Yolo hereby accepts, as attested to by action of the Board of Supervisors, responsibility for the issuing of licenses and ongoing supervision of community care facilities located within the County, and assigns such responsibility to the appropriate county department. The Contractor agrees to perform licensing functions in the following community care facility categories: Small Family Home-Children; Small Family Home-Adults; Large Family Home-Children; Large Family Home-Adults; Small Family Day Home-Children.

II. The County shall:

Micro Fiched

A. Furnish the necessary accommodations, materials, and equipment to accomplish the licensing functions herein delegated.

B. Assure that adequate, qualified staff are made available to perform the licensing and survey functions as required in the laws and regulations governing the categories of facilities indicated in Section I above, and perform the functions outlined in Subsection C below.

C. Perform licensing functions covered by this contract limited to the following:

1. Preapplication.

a. Present information regarding the specific regulations and legal requirements of obtaining a license.

b. Address and mail applications, regulations, and other material.

2. The initial and renewal evaluation which includes:

a. Processing written applications; obtaining and verifying supporting documents and information.

b. Site visits and interviews to determine compliance with regulations.

c. Preparation of reports related to site visits and interviews.

d. Review of all documents and clearances to approve or disapprove applications.

e. Actions related to the denial of an application or the appeal of a denial of application.

f. Preparation and delivery of license.

Micro Fiched

3. Investigation of complaints and violations which includes:

a. Personal contact with person making complaint to secure complete information on alleged health and safety violation or other regulatory noncompliance.

b. Site visit, when necessary, to investigate complaint and talk with licensee and others involved.

c. Coordination with fire department, building and sanitation department, or other agencies about complaints and violations.

d. Additional contacts, as necessary, to verify information and obtain substantiating evidence for possible enforcement action.

4. Periodic, required, or requested site visits to licensed facilities to verify continued compliance with regulations.

5. Enforcement actions as prescribed by the State Department of Health to revoke the license, invoke civil penalties, or seek prosecution of provider in violation of licensing regulations.

6. Preparation, publishing, and distribution of a list of licensed homes or facilities.

7. Provide information and training to carry out the provisions of the Community Care Licensing Act.

8. All travel and administrative costs to accomplish the above items.

9. All tasks relating to the documentation of any of the functions listed above.

D. Conform to all laws and regulations pertaining to the licensing of community care facilities, the enforcement procedures established by the State Department of Health, and all procedures and forms established or approved by the State Department of Health.

E. Report licensing activities and information on the forms and in the manner and at the times specified by the State Department of Health.

F. Return to the State Department of Health, upon the termination of this contract, all records and materials in its possession as may be necessary for the State to reassume any licensing function.

III. The State Department of Health shall: Micro Fiched

A. Retain responsibility for regulations, policies, guidelines, procedures, forms, setting fees, program consultation to the County, validation of licensing process, and coordination of Department of Justice, Bureau of Identification, clearances.

B. Assist the County in training staff to assure the provisions of Section II, B., are met.

C. Reimburse the County quarterly through Interagency Agreement No. 77-58816 with the Department of Benefit Payments for expenditures incurred. Reimbursement shall be made by the State, in arrears, at the end of each calendar quarter upon submission of the claim on the proper forms to the Department of Benefit Payments.

D. The total amount payable to the County by the State through the Department of Benefit Payments shall not exceed $34,200.00. Reimbursement will be made for the actual costs of services performed in accordance with paragraph II. C. The reimbursement shall not exceed $160 per new license issued, $66 per renewed license, $134 per withdrawal, and $361 per revocation.

E. Provide the Contractor with such records in its possession as may be necessary for use of the Contractor in assuming any new licensing functions not previously done.

IV. This contract shall become effective July 1, 1977 and shall terminate on June 30, 1978 except that either party to this agreement may terminate its obligation thereunder upon ninety (90) days' written notice to the other party hereto.

V. In order to avoid any conflict of interest, the County relinquishes all licensing and survey functions for the county owned and/or operated facilities. The licensing functions for the county owned and/or operated facilities will be performed by the State Department of Health.

VI. The State Department of Health in its supervisory role reserves the right to examine the licensing records maintained by the County and to examine facilities that have had licenses delivered to them by the County, as is deemed necessary by the State Department of Health.

VII. The attached Exhibit A (S) entitled Additional Provisions is made a part hereof by this reference.

Attachment

Micro Fiched

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

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(3) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A−1. Contractor shall, at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(4) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in his request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *("Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (*Name of Vendor or Subcontractor*) related to this *(purchase order) or (subcontract)."*

The terms "purchase order" and "subcontract" as used in this paragraph (4) only, excludes: (a) purchase orders not exceeding $1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(5) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(6) **Examination of Records**

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

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(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(7) A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(8) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(9) **Officials Not to Benefit**

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(10) **Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(11) **Inspection**

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The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(12) **Nondiscrimination in Services, Benefits, and Facilities**

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(13) **Procedure for Complaint Process**

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(14) **Notice of Complaint Procedure**

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(15) **Only Applicable to Hospitals**

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(16) **Only Applicable to Hospitals Accepting Medi-Cal Patients**

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

FILED
SEP - 9 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-231
(Agreement for Transportation Services)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the County of Yolo, a political subdivision of the State of California, **hereinafter referred to as COUNTY,** and Keith L. Culley doing business as A-1 Yolo Ambulance Service, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

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RECITALS:

1. COUNTY desires to provide transportation services for certain patients of its Mental Health Services, hereinafter referred to as SERVICE.
2. CONTRACTOR is licensed to operate ambulance service in this State and meets or exceeds all operational, certification, licensing, equipment and personnel requirements of the California Vehicle Code and Article 1 of Subchapter 5 of Title 13 of the California Administrative Code.
3. CONTRACTOR agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by CONTRACTOR shall include the following:
   - A. Transportation of SERVICE's patients upon the oral or written request of the Program Chief of SERVICE or his designee.
   - B. Attend service during the transportation of patients when requested by SERVICE.
   - C. Maintenance of a current record of each call for which an ambulance of CONTRACTOR is requested. Such record shall be maintained for a period of not less than four (4) years, and shall be available at all reasonable times for review by authorized representatives of COUNTY. Such record shall include:
     1) Date, time, and location of call and identity of person receiving same for CONTRACTOR.
     2) Identity of person requesting the service.

3) Identification of each ambulance driver and attendant dispatched.

4) If an ambulance is not dispatched as requested, the reason therefor.

2. Payment. CONTRACTOR shall be paid in accordance with the following schedule for the services to be performed under this Agreement:

A. Transportation. Base rate of FIFTEEN DOLLARS ($15.00) plus THIRTY-FIVE CENTS ($ .35) per mile both ways.

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B. Stand-by Time. TEN DOLLARS ($10.00) per hour after thirty minutes.

C. Attendant Charge. FIVE DOLLARS ($5.00) per trip within County or TWO DOLLARS ($2.00) per hour for a trip outside the County.

D. Said payment shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE setting forth in detail a description of the services rendered.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is an employee agent or contractor of CONTRACTOR an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at CONTRACTOR's risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this Agreement.

B. CONTRACTOR shall pruchase and maintain, for the duration of this Agreement, public liability insurance in the amount of $100,000 for each person, $300,000 for each occurrence, and $50,000 for property damage, specifically designating COUNTY as an insured for all purposes.

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments. The body of this Agreement, together with Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitutes the total Agreement. No addition, to or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement or their successors in office.

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6. Term. This Agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. This Agreement may be terminated by either party upon sixty (60) days written notice to the other of such intention.

7. Other Agreements. This Agreement shall supersede any and all prior agreements heretofore entered into by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
AMBULANCE SERVICE

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

Approved as to Form
County Counsel of Yolo County

FILED

OCT 18 1977

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AMENDED BY AGREEMENT #78-135

AGREEMENT NO. 77-232

(Agreement for Providing Certain Inpatient and Outpatient Services)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Sutter Community Hospitals, a non-profit corporation, hereinafter called HOSPITAL.

W I T N E S S E T H: Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient and inpatient psychiatric services for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. HOSPITAL represents that it has outpatient and inpatient psychiatric care facilities available which comply with all requirements specified by the State Department of Health and which are in accordance with the applicable sections of Title IX of the California Administration Code, hereinafter called "the Code."
3. HOSPITAL agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by HOSPITAL shall include the following:
   A. HOSPITAL shall provide an outpatient psychiatric clinic, as described in § 542 of the Code, for children through the age of eighteen, or for children over such age but still attending high school.
   B. HOSPITAL shall provide a psychiatric inpatient service as described in § 541 of the Code for the same categories of children as described in Subsection A above.
   C. HOSPITAL shall provide psychiatric partial hospital service as described in § 543 of the Code, for the same categories of children as described in Subsection A above.

D. HOSPITAL shall provide case-centered psychiatric consultation to employees of COUNTY's Mental Health Services, hereinafter called SERVICE.

E. The persons served shall be those persons designated by the Program Chief of SERVICE or his designate. No patient shall be entitled to receive services pursuant to this Agreement except with the prior written authorization of COUNTY.

2. Payment.

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A. The rate of compensation for services shall be in accordance with the following agreed-upon rates:

Service	Rate
1. Outpatient psychiatric clinic	
a. Individual Therapy	$50/hour
b. Group Therapy	$25/hour
c. Social Work Evaluation	$50/hour
2. Psychiatric inpatient service	$155/day + ancillary costs
3. Psychiatric partial hospital service	
a. Full day	$70/day + ancillary costs
b. Half day (less than 4 hrs.)	$35/day + ancillary costs
4. Case-centered psychiatric consultation	$42/hour

B. Such compensation shall be reduced by such amounts HOSPITAL is determined entitled by SERVICE screening to charge to the patient under COUNTY'S Short-Doyle Program eligibility standards, patient's insurance coverage, Medicare Program coverage, Medi-Cal program coverage and Grant program coverage.

C. COUNTY shall pay such amounts HOSPITAL has charged to patients but which remain uncollected after billing and shown on HOSPITAL's books six (6) months after the date that the service was rendered; provided, however, that subsequent collections of said amounts received by HOSPITAL thereafter from any source other than COUNTY shall be credited against any compensation due from COUNTY to

HOSPITAL under this or successor agreements.

D. The maximum payments from COUNTY to HOSPITAL during the term of this Agreement shall be a sum not to exceed three thousand five hundred DOLLARS ($3,500) as shown on Line 80 of attached Program Budget (Exhibit "A"). Exhibit "A" shall be the basis for and limitation of any and all reimbursement from COUNTY to HOSPITAL for services provided. This budget includes additional revenues that is anticipated HOSPITAL will receive from other sources.

E. Payments shall be made by COUNTY to HOSPITAL monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE or designee detailing services rendered and time spent on each category thereof.

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F. HOSPITAL shall maintain full and complete records of services rendered and compensated, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

3. Relationship of Parties. The relationship of COUNTY and HOSPITAL is and shall be construed to be that HOSPITAL is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of HOSPITAL an employee, agent or contractor of COUNTY for any purpose, nor shall he be construed to be so.

4. Liability. HOSPITAL assumes all responsibility for services covered under the performance of this Agreement. HOSPITAL shall purchase and maintain for the duration of this Agreement a policy of malpractice insurance in the amount of $1,000,000/$1,000,000, specifically designating COUNTY as an insured for all purposes. HOSPITAL agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community Services Systems Manual. HOSPITAL agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "B" attached hereto and incorporated herein.

6. Amendments. This writing, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, deletion or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, the officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

7. Term. This Agreement shall commence on July 1, 1977, and terminate June 30, 1978. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements between the parties for psychiatric services.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Douglas J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Lucas
CLERK

SUTTER COMMUNITY HOSPITALS, a non-profit corporation

BY Wm. G. Schaefer Jr.
ADMINISTRATOR

MENTAL HEALTH SERVICES

BY C. D. Thomson
PROGRAM CHIEF

Approved as to form

Dated .....

County Counsel of Yolo County

Exhibit "A"

PROGRAM BUDGET

78 FISCAL YEAR
57 COUNTY OF Yolo
DATE

CONTRACTOR: Sutter Community Hospitals
PROVIDER NO: 5704

SEE REVERSE SIDE

ITEMS \ SERVICE TYPE / COST CENTER	Outpatient 00	Inpatient 00								TOTAL
1 SALARIES & EMP. BENEFIT										
5 OPERATING EXPENSES										
10 EQUIPMENT										
15 REMODELING										
20 OTHER										
40 CONTRACTS										
45 GROSS COST	750	3,625								4,375
50 SAVINGS.										
51 SUBTOTAL GROSS COST	750	3,625								4,375
62 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION										
65 ADJUSTED GROSS COST	750	3,625								4,375
68 REVENUES 69 a. GRANTS	250	75								325
70 b. PATIENT FEES										
71 c. PATIENT INSURANCE		550								550
72 d. MEDI-CAL - FEDERAL										
73 e. MEDI-CAL - NON-FEDERAL										
74 f. MEDICARE										
75 g. OTHER										
76 h. OH - FEDERAL FUNDS										
77 TOTAL REVENUES	250	625								875
82 NET COST	500	3,000								3,500
83 UNITS OF SERVICE										
85 COST PER UNIT OF SERVICE DIVIDE LINE 65 BY 82	$	$	$	$	$	$	$	$	$	$

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APPROVED BY:

Program Budget Form

This form has been adopted from State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect servcies, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

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82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

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4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.
12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

EXHIBIT "B"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

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3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

RECEIVED
SEP - 9 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP - 9 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 77-233
(Agreement to Provide Funds for Suicide Prevention of Davis)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Patricia Allen, as Coordinator and Director of the Suicide Prevention of Davis, an unincorporated association, hereafter called CONTRACTOR.

W I T N E S S E T H:

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RECITALS:

1. Patricia Allen is the Director of the unincorporated association known as Suicide Prevention of Davis, and as such provides a valued public health service, namely assisting in the prevention of suicide in the County of Yolo.

2. COUNTY has need of such services.

3. CONTRACTOR agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. CONTRACTOR shall provide such services as are described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Payment.

A. For said services, COUNTY shall pay to CONTRACTOR a total sum not to exceed one thousand eight hundred DOLLARS ($1,800), as shown on line 80 of attached Program Budget (Exhibit "B"). Exhibit "B" shall be the basis for and limitations of any and all reimbursement from the COUNTY to CONTRACTOR for services provided.

B. Such payments shall be made by COUNTY monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of COUNTY's Mental Health Services, detailing services provided.

C. CONTRACTOR shall maintain statistical records of services rendered and financed, and shall make said records available to audit by

COUNTY upon reasonable notice. Said records shall be maintained for four (4) years.

D. All funds received by CONTRACTOR from COUNTY shall be used for and applied to the expenses and categories of expenses designed in Exhibit "B" attached hereto and incorporated herein, and for no other purposes.

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3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is an employee, agent or contractor of CONTRACTOR an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Amendments. The body of this Agreement, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

5. Term. This Agreement shall commence on July 1st, 1977, and terminate June 30th, 1978.

6. Termination. This Agreement may be terminated by either party upon sixty (60) days written notice to the other of such intention.

7. Community Services Systems Manual. CONTRACTOR agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "C" attached hereto and incorporated herein.

8. Other Agreements. This Agreement supersedes all other Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

//////////

//////////

COUNTY OF YOLO, a poltical subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY _____
DEPUTY

(SEAL)

SUICIDE PREVENTION OF DAVIS

BY _____

COORDINATOR AND DIRECTOR

MENTAL HEALTH SERVICES

BY _____
Program Chief

Approved as to Form

Dated _____

_____
County Counsel of Yolo County

EXHIBIT "A"

CONTRACTOR shall maintain a 24-hour answering service staffed by trained listeners who provide help and offer useful alternatives for anyone tempted to suicide or suffering from feelings of despair, loneliness, alienation, or anxiety.

CONTRACTOR shall also provide a ready contact between the community's highly disturbed citizens and the established helping agencies which are available to them.

Such services shall include, but not be limited to the following:

A. TELEPHONE SERVICE

Micro Fiched

1. Providing telephone service 24 hours per day, 365 days per year utilizing an answering service.

B. VOLUNTEER TRAINING

1. Annual 8-week series on suicide prevention and crisis intervention, with the help of community medical and mental health professionals.

2. Ongoing training during monthly meetings.

C. PUBLIC INFORMATION SERVICES

1. Annual public information series on suicide prevention and crisis intervention (coordinated with volunteer training).

2. Informational material dispensed through local newspapers and radio.

3. Speakers supplied to interested community, church, and service groups.

4. Periodic advertising through local media.

5. Posters supplied to dorms and off-campus housing groups.

PROGRAM BUDGET

EXHIBIT "B"

78 FISCAL YEAR
57 COUNTY OF Yolo

CONTRACTOR: Suicide Prevention

PROVIDER NO: 5713

PAGE

SEE REVERSE SIDE

ITEMS	SERVICE TYPE / COST CENTER	Community Service 00									TOTAL	ITEMS
1	SALARIES & EMP. BENEFIT											1
5	OPERATING EXPENSES											5
10	EQUIPMENT											10
15	REMODELING											15
20	OTHER											20
40	CONTRACTS											40
45	GROSS COST	1,800									1,800	45
50	SAVINGS											50
51	SUBTOTAL GROSS COST	1,800									1,800	51
52	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION											52
55	ADJUSTED GROSS COST	1,800									1,800	55
60	REVENUES											60
60	a. GRANTS											60
70	b. PATIENT FEES											70
71	c. PATIENT INSURANCE											71
72	d. MEDI-CAL - FEDERAL											72
73	e. MEDI-CAL - NON-FEDERAL											73
74	f. MEDICARE											74
75	g. OTHER											75
76	h. DH - FEDERAL FUNDS											76
77	TOTAL REVENUES	-0-									-0-	77
80	NET COST	1,800									1,800	80
82	UNITS OF SERVICE											82
85	COST PER UNIT OF SERVICE DIVIDE LINE 65 BY 82	$ NPR-01	$	$	$	$	$	$	$	$	$	

APPROVED BY:

Micro Filmed

Program Budget Form

This form has been adopted from State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect servcies, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

EXHIBIT "C"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

Micro Fiched

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

AGREEMENT NO. 77-234

(Agreement to Provide Funds for a Residential Halfway House)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereafter called COUNTY, and DAVIS MENTAL HEALTH CORPORATION, a non-profit corporation, hereinafter called SIHAYA HOUSE.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has a need for the services of a residential halfway house for persons falling between a minimum of 18, through approximately 30, years of age, hereinafter referred to as college-age psychiatric patients from Yolo County.
2. SIHAYA HOUSE is licensed to operate a residential halfway house in this state and agrees to provide services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by SIHAYA HOUSE shall include the following:
   - A. Provide a transitional community-based, goal-oriented program in a home-like, non-institutional environment which emphasizes rehabilitation of the resident and reintegration of the resident into the community.
   - B. Provide these services to college-age psychiatric patients who are Yolo County residents.
   - C. Selection for admission to SIHAYA HOUSE:
     1. Selection criteria are based on such factors as the willingness and motivation of the patient to participate in the full rehabilitation program of the House, as well as the patient's potential for moving towards independence within 6 - 12 months.
     2. Selection for admission is based on an initial screening for suitability by the Project Director of SIHAYA HOUSE. If the applicant

appears suitable, a 3-day trial stay will be arranged. The final decision will be made by a committee of SIHAYA HOUSE staff and residents.

3. Because of the limit of six places for ex-mental patients, because the most residents remain from 3 - 6 months, and because we wish to insure that SIHAYA HOUSE remains primarily a resource to residents of Yolo County, the Program Chief of Mental Health Services, or his clinical staff designee, must approve in advance all proposed admissions to SIHAYA HOUSE reimbursable under this agreement.

D. Provided Services Include:

Micro Filmed

1. Residential care in a group milieu treatment setting for patients not requiring the structure of an acute treatment facility.

2. Room and board.

3. Group sessions oriented towards practical problems in social, occupational, residential and other areas.

4. Assistance in the development of a personal rehabilitation plan, which shall include such daytime activities as therapy, vocational rehabilitation, work schooling and/or other appropriate activities.

5. Instruction and assistance in the performance of tasks related to self-care and independent living, i.e., cooking, performance of household tasks, personal hygiene, etc.

6. Monitoring of medications when requested by the treating psychiatrist or mental health nurse.

2. Payment.

A. For above said service, COUNTY shall pay to SIHAYA HOUSE a total sum not to exceed twenty one thousand, eight hundred DOLLARS ($21,800), as shown on line 80 of attached Program Budget (Exhibit "A"). Exhibit "A" shall be the basis for and limitation of any and all reimbursement from COUNTY to SIHAYA HOUSE for services provided. This budget includes additional revenues that is anticipated SIHAYA HOUSE will receive from other sources.

B. A provisional payment of $1,816 shall be advanced by COUNTY to SIHAYA

HOUSE monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY designating services rendered during prior month. Claim will be adjusted proportionately downward to reflect any resident not approved by Mental Health Services. Claim must be countersigned and approved by the Program Chief of Mental Health Services or designee.

C. Costs of services rendered shall be adjusted to actual cost or maximum agreement amount (whichever is lower) at the end of the agreement year for the period of the Agreement, July 1, 1977, through June 30, 1978.

D. SIHAYA HOUSE shall retain full and complete and auditable records of services rendered and payment received, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

Micro Fiched

E. Services have been performed in contemplation of this agreement prior to the date of execution of this contract. It is herein agreed by COUNTY that COUNTY shall reimburse SIHAYA HOUSE for those services in accordance with the terms and conditions set forth herein.

3. Relationship of Parties. The relationship of COUNTY and SIHAYA HOUSE is and shall be construed to be that SIHAYA HOUSE is an independent contractor of COUNTY, and not an agent. At no time during the performance of the Agreement is any employee, agent or contractor of SIHAYA HOUSE an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at SIHAYA HOUSE's risk, and SIHAYA HOUSE assumes all responsibility for the condition of buildings and equipment used in the performance of this Agreement.

B. SIHAYA HOUSE shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

C. SIHAYA HOUSE agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the

performance of this Agreement.

5. Amendments. The body of this Agreement, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors.in office.

Micro Fiched

6. Term. This Agreement shall commence on July 1, 1977, and terminate on June 30, 1978. This Agreement may be terminated by either party upon sixty (60) days written notice to the other of such intention. Termination by SIHAYA HOUSE prior to the end of a month will require returning to COUNTY an amount equal to days remaining in the month for which payment was advanced. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland California 95695

CONTRACTOR:

Davis Mental Health Corporation
402 I Street
Davis, California 95616

7. Community Services Systems Manual. SIHAYA HOUSE agrees to comply with all of the provisions contained in the Community Services Systems Manual (Exhibit "B" attached hereto and incorporated herein by this reference).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Floyd J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

////////////////

////////////////

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E Lucas
DEPUTY

(SEAL)

DAVIS MENTAL HEALTH CORPORATION

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

Micro Fiched

Approved as to Form
Dated _____

County Counsel of Yolo County

PROGRAM BUDGET

EXHIBIT "A"

FISCAL YEAR

COUNTY OF Yolo

DATE

CONTRACTOR: Sihaya House

PROVIDER NO: 5721

SEE REVERSE SIDE

ITEMS	SERVICE TYPE / COST CENTER	24-Hour Care 00									TOTAL	ITEMS
1	SALARIES & EMP. BENEFIT											1
5	OPERATING EXPENSES											5
10	EQUIPMENT											10
15	REMODELING											15
20	OTHER											20
40	CONTRACTS										37,400	40
45	GROSS COST	37,400	X	X	X	X	X	X	X	X	X	45
50	SAVINGS.										37,400	50
51	SUBTOTAL GROSS COST	37,400										51
52	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION										37,400	52
60	ADJUSTED GROSS COST	37,400										60
63	REVENUES											63
64	a. GRANTS										15,600	64
70	b. PATIENT FEES	15,600										70
71	c. PATIENT INSURANCE	-										71
72	d. MEDI-CAL - FEDERAL											72
73	e. MEDI-CAL - NON-FEDERAL											73
74	f. MEDICARE											74
75	g. OTHER											75
76	h. GH - FEDERAL FUNDS										15,600	76
77	TOTAL REVENUES	15,600	X	X	X	X	X	X	X	X	X	77
80	NET COST	21,800									21,800	80
81	UNITS OF SERVICE											81
82	COST PER UNIT OF SERVICE DIVIDE LINE 45 BY 82	$ NPR-01	$	$	$	$	$	$	$	$	$	82

APPROVED BY

Micro Fiched

Program Budget Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect servcies, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

EXHIBIT "B"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year. Micro Fiched

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Book

RECEIVED
SEP 19 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
SEP 19 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

AGREEMENT NO. 77-235

(Agreement to provide Transportation
for the Mentally Disordered)

THIS AGREEMENT executed this 9th day of August, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and United Christian Centers of the Greater Sacramento Area, a non-profit corporation, hereinafter designated as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. COUNTY desires to provide transportation services to certain patients of its Mental Health Services, hereinafter referred to as SERVICE:

2. CONTRACTOR has vehicles and drivers available to provide transportation services.

3. CONTRACTOR agrees to provide such services for COUNTY in the manner described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services.

A. CONTRACTOR agrees to provide to COUNTY during the term of this Agreement round trip vehicular transportation for individuals designated by COUNTY. Said transportation shall be from each such individual's home to the Yolo County Sheltered Workshop, and return.

B. CONTRACTOR agrees to comply with all licensing and permit requirements of the State of California or COUNTY, and to guarantee that all driver employees of CONTRACTOR will obtain all licenses required by the State of California.

C. CONTRACTOR agrees to provide appropriate vehicles for the purposes herein described, and to maintain same in a safe condition, complying with all State Laws. If a vehicle is not safe or does not comply with State law, CONTRACTOR agrees to cease its use until the defect is corrected.

D. CONTRACTOR agrees to maintain books, records, documents, and other evidence, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review, or audit by COUNTY. Such records shall be maintained for at least four (4) years.

E. CONTRACTOR hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by CONTRACTOR from COUNTY pursuant to this Agreement shall be used and applied to the expenses incurred in ther performance of this Agreement. CONTRACTOR agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

Micro Fiched

2. Payments.

A. County shall pay CONTRACTOR for the transportation provided pursuant to Subparagraph "A" next above, at the rate of twenty-eight cents ($ .28) per mile per individual based upon the shortest distance between points of departure and return.

B. The maximum payments from COUNTY to CONTRACTOR during the term of this Agreement shall be a sum not to exceed three thousand five hundred DOLLARS ($3,500), as shown on line 80 of attached Program Budget (Exhibit "A"). Exhibit "A" shall be the basis for and limitations of any and all reimbursement from COUNTY to CONTRACTOR for services provided. This budget includes other revenues anticipated CONTRACTOR will receive.

C. Payments shall be made upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE or designee setting forth a description of the services rendered.

//////////

D. General Revenue Sharing Clause: CONTRACTOR hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for services provided under the terms of this Agreement. All funds received by CONTRACTOR from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. CONTRACTOR agrees to separeately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

Micro Fiched

3. Relationship of Parties.

Micro Fiched

The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor an employee of COUNTY, nor shall they be construed to be so.

4. Liability.

CONTRACTOR shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of $100,000 for bodily injury or death of one person, $350,000 bodily injury or death for more than one person per occurrence, $50,000 property damages and $400,000 total maximum coverage, specifically naming COUNTY as an insured for all purpose thereunder. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments.

The body of this Agreement, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alternations of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement

which is formally approved and executed by the parties executing this Agreement or their successors in office.

6. Term.

This Agreement shall commence on July 1, 1977, and shall terminate on June 30, 1978. This Agreement may be terminated by either party upon sixty (60) days written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P.O. Box 1217
Woodland, California 95695

CONTRACTOR:

United Christian Centers of the Greater Sacramento Area
P. O. Box 8108
Sacramento, California 95818

Micro Fiched

7. Community Services Systems Manual.

CONTRACTOR agrees with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "B" attached hereto and incorporated herein.

8. Other Agreements.

This Agreement supersedes any other Agreements, oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

(SEAL)

Approved as to Form
Dated _____
_____
County Counsel of Yolo County

UNITED CHRISTIAN CENTER OF THE GREATER SACRAMENTO AREA, a non-profit corporation

BY _____
EXECUTIVE DIRECTOR

BY _____
PRESIDENT

BY _____
PROGRAM CHIEF

PROGRAM BUDGET

EXHIBIT "A"

28 FISCAL YEAR
57 COUNTY OF Yolo

CONTRACTOR: United Christian Center

DATE

PROVIDER NO: 5712

SEE REVERSE SIDE

ITEMS	SERVICE TYPE / COST CENTER	Outpatient 00	0								TOTAL	ITEMS
1	SALARIES & EMP. BENEFIT											01
5	OPERATING EXPENSES											05
10	EQUIPMENT											10
15	REMODELING											15
28	OTHER											28
40	CONTRACTS											40
45	GROSS COST	7,427									7,427	45
50	SAVINGS											50
51	SUBTOTAL GROSS COST	7,427									7,427	51
62	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION											62
65	ADJUSTED GROSS COST	7,427									7,427	65
68	REVENUES											68
69	a. GRANTS											69
70	b. PATIENT FEES											70
71	c. PATIENT INSURANCE											71
72	d. MEDI-CAL - FEDERAL											72
73	e. MEDI-CAL - NON-FEDERAL											73
74	f. MEDICARE											74
75	g. OTHER	3,927									3,927	75
76	h. OH - FEDERAL FUNDS											76
77	TOTAL REVENUES	3,927									3,927	77
80	NET COST	3,500									3,500	80
82	UNITS OF SERVICE	26,525									26,525	82
85	COST PER UNIT OF SERVICE DIVIDE LINE 65 BY 82	$ .28	$	$	$	$	$	$	$	$	$ .28	85

Micro Filmed

APPROVED BY

Program Budget Form

This form has been adopted from State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

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50. Savings
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51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
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77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

82. Units of Service
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85. Cost per Unit of Service
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EXHIBIT "B"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

Micro Fiched

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Book

RECEIVED
NOV 18 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
NOV 18 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

AGREEMENT NO. 77-236

(Agreement for the Purchase of Certain Social and Rehabilitation Services)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Yolo County Sheltered Workshop, Inc., a non-profit corporation, hereinafter called WORKSHOP.

W I T N E S S E T H:

RECITALS:

Micro Filmed

1. COUNTY has a need for social and rehabilitation services for certain patients of Yolo County Mental Health Services. Such services shall be in accordance with the provisions of Welfare and Institutions Code § § 5600-5767, the Short-Doyle Act. The objective of such services is to provide suitable care for persons no longer requiring hospitalization and to provide alternatives to hospitalization and to improve their functional capacity and to prevent further deterioration of their situation with the intent to reduce public dependency.
2. WORKSHOP represents that it is certified by the State Department of Rehabilitation to provide social and rehabilitation services.
3. WORKSHOP agrees to provide services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Social and Rehabilitation Services. The services provided by WORKSHOP to Yolo County Mental Health Services' patients not eligible for service financed by the State Department of Health under Welfare & Instutions Code § 10053.8 shall consist of the following:
   A. Work Evaluation: Work evaluation is the use of work to assess the Client's limitations, capabilities, and productive potential in respect to work utilizing either real or simulated work environment with realistic work conditions and requirements. It includes a written professional analysis of the client's skills, personality, physical capacity and social habits and attitudes as reflected in the

workshop setting. The evaluation also entails a client staffing conference between the workshop counselor and the referring agent for the purpose of reviewing the workshop analysis and arriving at a specific workshop treatment regimen for the client. Evaluation is not recommend to last under two weeks or over six weeks for new clients in work therapy.

B. Work Adjustment. (Behavior Modification): Work adjustment is the use of work and the workshop structure and environment to enable the client to develop appropriate attitudes, behavior, personal relationships, and responses appropriate to his own recovery or in preparation for a work environment. Normally, work evaluation will identify the client's specific behavior which requires modification during work adjustment.

Micro Fiched

C. Work Experience: The purpose of work experience to enable clients to increase their basic work skills such as endurance and speed as proficiency in specific skills. It enables clients to adapt to the essential demands of production by progressive work conditioning. It aids the client to understand the requisite standards of quality for productive work. This service can be used as a method to prepare clients to attain enough familiarity with regular work so that they may be found feasible for services from the Department of Rehabilitation, or be feasible for job placement.

D. Work Activity Center: Provision of long-term personal and social development in a work environment for clients who appear to be unemployable in the competitive labor marketat the time of referral. Services are directed to the primary objective of achieving independent living skills which allow for the opportunity to evaluate and improve rehabilitation potential. Equivalent objectives are socialization improvement and improving and maintaining self concepts. Services include group and individual experience in crafts, job contract work, adult education, physical exercise and field trips.

//////////

2. Payment.

A. COUNTY agrees to pay to WORKSHOP a total sum not to exceed eighteen thousand DOLLARS ($18,000) as shown on line 80 of attached Program Budget (Exhibit "A"). Exhibit "A" shall be the basis for and limitation of any and all reimbursement from COUNTY to WORKSHOP for services provided. This budget includes additional revenues that is anticipated WORKSHOP will receive from other sources.

B. Such payments shall be made by COUNTY to WORKSHOP monthly upon submission of a detailed invoice at the following agreed-upon provisional rates:

SERVICE	RATE
Work Evaluation	$14.00 per day
Work Adjustment	$14.00 per day
Work Experience	$14.00 per day
Work Activity Center	$14.00 per day

Micro Fiched

C. Costs of services rendered shall be adjusted to actual cost or maximum Agreement amount (whichever is lower) at the end of the Agreement year for the period of Agreement, July 1, 1977, through June 30, 1978.

D. WORKSHOP agrees to maintain books, records, documents, and other evidence, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review or audit by COUNTY. Said records shall be maintained for four (4) years.

E. General Revenue Sharing Clause: WORKSHOP hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by WORKSHOP from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. WORKSHOP agrees to separately account for the General

Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

3. Relationship of Parties: The relationship of COUNTY and WORKSHOP is and shall be construed to be that WORKSHOP is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of WORKSHOP an employee, agent or contractor of COUNTY, for any purpose, nor shall he be construed to be so.

Micro Fiched

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at WORKSHOP risk, and WORKSHOP assumes all responsibility for the condition of buildings, tools and equipment used in the performance of this Agreement.

B. WORKSHOP shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000 specifically naming COUNTY as an insured for all purposes thereunder.

C. WORKSHOP agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community services Systems Manual. WORKSHOP agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "B" attached hereto and incorporated herein.

6. Amendments. This writing, together with the Exhibit attached hereto, fully expresses the understanding of the parties and shall constitute the final agreement. No addition to, deletion, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, or the officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

//////////

7. Term. This Agreement shall commence on July 1, 1977, and terminate on June 30, 1978. This Agreement may be terminated by either party upon sixty (60) days written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P.O. Box 1217
Woodland, California 95695

CONTRACTOR:

Yolo County Sheltered Workshop, Inc.
660 Sixth Street
Woodland, California 95695

Micro Fiched

8. Other Agreements. This Agreement supersedes all other agreements between the parties for social and rehabilitation services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

YOLO COUNTY SHELTERED WORKSHOP, Inc., a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

Approved as to Form
Dated
_____
County Counsel of Yolo County

PROGRAM BUDGET

EXHIBIT "A"

78 FISCAL YEAR
57 COUNTY OF Yolo

DATE

CONTRACTOR: Yolo Sheltered Workshop, Inc.

PROVIDER NO: 5711

SEE REVERSE SIDE

ITEMS	SERVICE TYPE / COST CENTER	Outpatient 00	0								TOTAL	ITEMS
1	SALARIES & EMP. BENEFIT											1
5	OPERATING EXPENSES											5
10	EQUIPMENT											10
15	REMODELING											15
20	OTHER											20
40	CONTRACTS											40
45	GROSS COST	19,620									19,620	45
50	SAVINGS.	X	X	X	X	X	X	X	X	X	X	50
51	SUBTOTAL GROSS COST	19,620									19,620	51
62	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION											62
65	ADJUSTED GROSS COST	19,620.									19,620	65
68	REVENUES											68
69	a. GRANTS											69
70	b. PATIENT FEES											70
71	c. PATIENT INSURANCE	-										71
72	d. MEDI-CAL - FEDERAL											72
73	e. MEDI-CAL - NON-FEDERAL											73
74	f. MEDICARE											74
75	g. OTHER	1,620									1,620	75
76	h. OH - FEDERAL FUNDS											76
77	TOTAL REVENUES	1,620	X	X	X	X	X	X	X	X	1,620	77
80	NET COST	18,000									18,000	80
82	UNITS OF SERVICE	1,401									1,401	82
85	COST PER UNIT OF SERVICE DIVIDE LINE 65 BY 82	$ 14.00	$	$	$	$	$	$	$	$	$ 14.00	85

APPROVED BY

Micro Filmed

Program Budget Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect servcies, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

EXHIBIT "B"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

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3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Book

FILED

AUG 30 1977

LAURENCE P. HENIGAN, Clerk

By DEBRA E. CONLEY DEPUTY

RECEIVED AUG 30 1977 LAURENCE P. HENIGAN, Clerk By Deputy

AGREEMENT NO. 77-237

(Agreement to Provide Funds for the Alcoholism Information Center)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and East Yolo Information Center for Alcoholism, a non-profit corporation, hereinafter called CENTER,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CENTER is a non-profit corporation formed to prevent alcoholism in the County of Yolo. The Yolo County Mental Health Department has a need for the services provided by CENTER.
2. CENTER has presented COUNTY with a proposed budget for the period of July 1, 1977, through June 30, 1978, a copy of which is attached hereto, incorporated herein, and designated as Exhibit "A".
3. CENTER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service: The services CENTER shall provide to COUNTY shall include but not be limited to the following:
   A. Provide information about alcoholism and alcohol abuse.
   B. Provide limited pre-treatment counseling to those concerned about themselves or another in relation to alcohol abuse.
   C. Refer individuals and families to appropriate service resources.
   D. Act as an advocate for clients or agencies.
   E. Make information about alcohol and alcoholism readily available to all segments of the community.
   F. Assist the alcoholic in becoming motivated to seek treatment or help.
   G. Provide consultation to employers on alcohol abuse control.
   H. Provide at least a 14-hour per day answering service relevant to alcoholism.

I. Transport clients, when indicated, to available services.

J. Make home visits with a Mental Health Counselor.

2. Payment.

A. For above said service, COUNTY shall pay to CENTER a total sum not to exceed eight thousand four hundred and ninety-seven DOLLARS ($8,497) as shown on lines 74 & 75 of the attached Program Budget (Exhibit "B"). Exhibit "B" shall be the basis for and limitation of any and all reimbursement from COUNTY to CENTER for services provided. This budget includes additional revenues that is anticipated CENTER will receive from other sources. Micro Fiched

B. Payments shall be made by COUNTY to CENTER monthly upon submission of a claim to COUNTY designating services rendered and time spent on each item, countersigned and approved by the Program Chief of Mental Health Services.

C. CENTER shall maintain full and complete records of services rendered and payment received, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

D. General Revenue Sharing Clause: East Yolo Information Center for Alcoholism hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for services provided under the terms of this Agreement. All funds received by CENTER from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. Center agrees to account separately for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY'S Auditor for this purpose. These General Revenue Sharing Funds will be included in the year-end Cost Report as revenue for those expenditures identified to be paid for by Revenue Sharing Funds.

3. Relationship of Parties. At no time during the performance of the duties and obligations devolving upon CENTER under this Agreement is any employee, contractor or agent of CENTER acting or performing as an employee or agent of COUNTY for any purpose. CENTER is an independent contractor of COUNTY for all purposes under this Agreement.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at CENTER's risk, and CENTER assumes all responsibility for the condition of buildings and equipment used in the performance of this Agreement.

Micro Fiched

B. CENTER shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$300,000 specifically naming COUNTY as an insured party thereto for all purposes.

C. CENTER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments. This writing together with the Exhibits attached hereto, fully expresses the understanding of the parties and shall constitute the final Agreement. No addition to, deletion or alteration of any term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

6. Term. This Agreement shall commence on July 1, 1977, and terminate on June 30, 1978, provided, however, that this Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

East Yolo Information Center for Alcoholism
1040 West Capitol Avenue, Suite C-1
West Sacramento, California 95691

7. Other Agreements. This Agreement supersedes all agreements heretofore entered into between the parties.

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8. Community Services Systems Manual. CENTER agrees to comply with all of the provisions contained in the Community Services Systems Manual (Exhibit "C" attached hereto and incorporated herein by this reference).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN

BY Pete E. Lucas
DEPUTY

EAST YOLO INFORMATION CENTER FOR ALCOHOLISM, a non-profit corporation

BY Richard M. Jinkens
VICE - PRESIDENT

BY Evelyn Lemmon
SECRETARY

MENTAL HEALTH SERVICES

BY C. P. Thomson
PROGRAM CHIEF

Approved as to Form

Dated

County Counsel of Yolo County

EAST YOLO INFORMATION CENTER CONTRACT

EXHIBIT "A"

ESTIMATED EXPENDITURES		REVENUE SOURCES	
		MENTAL HEALTH	REVENUE SHARING
SALARIES			
Director	$7,200		
Secretary	240		
Janitor	240		
SUB-TOTAL	$7,680	$1,680	$6,000
BENEFITS			
SUB-TOTAL	$ -0-	$ -0-	$ -0-
OTHER GOODS			
Insurance	$ 75		
Educational Materials	700		
Office Supplies	928		
SUB-TOTAL	$1,703	$1,703	$ -0-
SERVICES & LEASES			
Rent	$1,380		
Advertising	825		
Tel. Ans.	420		
SUB-TOTAL	$2,625	$2,625	$ -0-
MAINTENANCE & UTILITIES			
Gas & Electricity	$ 345		
Telephone	585		
Office Maintenance	270		
SUB-TOTAL	$1,200	$1,200	$ -0-
TRANSPORTATION & TRAVEL			
Gas	$1,000		
Conf. & Mtgs.	289		
SUB-TOTAL	$1,289	$1,289	$ -0-
TOTAL	$14,497	$8,497	$6,000

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EXHIBIT "B"

ALCOHOL PROGRAM BUDGET

FISCAL YEAR 19 77 / 78

CONTRACTOR: East Yolo Information Center

PROVIDER NO. 5715

COUNTY Yolo

DATE

01 / 60	Program/ Element/ Component						TOTAL	60
	Identification							
	Code	20						
	FUNDING SOURCES							
70	Medi-Cal, Federal							70
71	Medi-Cal, Non-Federal							71
72	Federal Formula Grant							72
73	SSI							73
74	State Share (90%)	$7,647					$7,647	74
75	County Share (10%)	850					850	75
76	County Funds Other							76
77	Fees & Insurance							77
78	Other Revenue Sharing	6,000					6,000	78
80	(Add lines 70 thru 78) TOTALS	$14,497					$14,497	80

Micro Fiched

See Reverse Side

Program Budget Fo

This form has been adopted from a State Office of Alcoholism form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

01 Program/Element/Component - Administration, Prevention, Identification, Detoxification, Residential, Recovery House, Individual, Group, or Other

60 Code - 00 (Administration), 10 (Prevention), 20 (Identification), 30 (Detoxification), 31 (Residential Treatment), 32 (Recovery House 40 (Individual), 41 (Group), and 42 (Other)

70-78 Funding Sources - Item 70-78 shows all funding sources of providers

80 Total - Item 8- is total of all funding sources

EXHIBIT "C"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

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3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

FILED
SEP - 6 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 77-238

(Agreement to Provide an Alcoholic Recovery Home)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo Alcoholic Recovery Center, a non-profit corporation, hereinafter called RECOVERY HOUSE,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY has a need for the services of an Alcoholic Recovery House for ambulatory and mentally competent recovering alcoholics.

2. RECOVERY HOUSE is licensed to operate an alcoholic recovery house in this state and agrees to provide services for COUNTY described hereinunder the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by RECOVERY HOUSE shall include the following:

   A. Provide a community-based, peer group oriented, residential facility that provides food, shelter, and certain services in a supportive non-drinking environment for ambulatory and mentally competent recovering alcoholics.

   B. Provide these services to ambulatory and mentally competent recovering alcoholics screened, evaluated, and for whom a rehabilitation plan has been developed and approved by the Alcohol Program Coordinator, or his designee, for admission to RECOVERY HOUSE.

   C. Provided service includes:

      1. Room and Board.

      2. Group sessions oriented towards practical problems in social, occupational, residential and other areas.

      3. Individual counseling and support.

      4. Liaison on behalf of client in utilizing county and private services.

5. Other program services in agreement with the purposes and standards as set forth by the State Guidelines.

6. Administrative services as required by the same alcoholism State Guidelines.

7. Meeting with the Alcohol Program Coordinator, or his designee, twice monthly, to discuss RECOVERY HOUSE residents approved by COUNTY for admission.

Micro Fiched

2. Payment.

A. For above said services COUNTY shall pay to RECOVERY HOUSE a total sum not to exceed twenty-six thousand two hundred and seventy-eight DOLLARS ($26,278) as shown on Lines 74 & 75 of the attached Program Budget (Exhibit "A"). Exhibit "A" shall be the basis for and limitation of any and all reimbursement from COUNTY to RECOVERY HOUSE for services provided. This budget includes additional revenues that is anticipated RECOVERY HOUSE will receive from other sources.

B. Payment shall be made by COUNTY to RECOVERY HOUSE monthly upon submission of a claim to COUNTY, by the 15th of the following month, at the agreed-upon provisional rate of $11.25 per unit. One unit equals 24 hours' board and room and social rehabilitation services for each person in a non-drinking environment, and includes alcoholism group sessions, home use management services, and supervision. Claim will be adjusted proportionately downward to reflect any resident not approved by the COUNTY. Claims must be countersigned and approved by the Alcohol Program Coordinator, or his designee.

C. Costs of services rendered shall be adjusted to actual cost or maximum Agreement amount (whichever is lower) at the end of the Agreement year for the period of the Agreement, July 1, 1977, through June 30, 1978.

D. RECOVERY HOUSE shall maintain full and complete records of services rendered and payment received, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

E. General Revenue Sharing Clause: RECOVERY HOUSE hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by RECOVERY HOUSE from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. RECOVERY HOUSE agrees to account separately for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

Micro Fiched

3. Relationship of Parties. At no time during the performance of the duties and obligations devolving upon RECOVERY HOUSE under this Agreement is any employee, agent or contractor of RECOVERY HOUSE acting or performing as an employee, agent or contractor of COUNTY for any purpose. RECOVERY HOUSE is an independent contractor of COUNTY for all purposes under this agreement.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at RECOVERY HOUSE's risk and RECOVERY HOUSE assumes all responsibility for the condition of building and equipment used in the performance of this Agreement.

B. RECOVERY HOUSE shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$100,000, specifically naming COUNTY as an insured for all purposes thereunder.

C. RECOVERY HOUSE agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community Services Systems Manual. RECOVERY HOUSE agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "B" attached hereto and incorporated herein.

6. Amendments. The body of this Agreement, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, alteration or deletion of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

7. Term. This Agreement shall commence on July 1, 1977, and terminate June 30, 1978. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements for alcoholic recovery services.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Leigh J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

YOLO ALCOHOLIC RECOVERY CENTER, a non-profit corporation

BY Elaine McLaughlin

MENTAL HEALTH SERVICES

BY C P Thomson
PROGRAM CHIEF

Approved as to Form
Robt W Best
County Counsel of Yolo County

EXHIBIT "A"

ALCOHOL PROGRAM BUDGET

FISCAL YEAR 19 77 / 78

CONTRACTOR: Yolo Alcoholic Recovery Center

PROVIDER NO. 5716

DATE

COUNTY YOLO

01	Program/ Element/ Component	Recovery Home					TOTAL
60	Code	32					
	FUNDING SOURCES						
70	Medi-Cal, Federal						
71	Medi-Cal, Non-Federal						
72	Federal Formula Grant						
73	SSI						
74	State Share (90%)	$23,650					$23,650
75	County Share (10%)	2,628					2,628
76	County Funds Other						
77	Fees & Insurance	5,820					5,820
78	Other	18,471					18,471
80	(Add lines 70 thru 78) TOTALS	$50,569					$50,569

Micro Fiched

See Reverse Side

Program Budget Form

This form has been adopted from a State Office of Alcoholism form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

01 Program/Element/Component - Administration, Prevention, Identification, Detoxification, Residential, Recovery House, Individual, Group, or Other

60 Code - 00 (Administration), 10 (Prevention), 20 (Identification), 30 (Detoxification), 31 (Residential Treatment), 32 (Recovery House 40 (Individual), 41 (Group), and 42 (Other)

70-78 Funding Sources - Item 70-78 shows all funding sources of providers

80 Total - Item 9- is total of all funding sources

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

Micro Fiched

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

FILED

AUG - 9 1977

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 77-239

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LOWELL E. GARRISON, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY has been notified that the services heretofore rendered by the State Board of Equalization, free of cost to the County, in providing appraisal and assessment of dry gas wells in Yolo County is no longer available.

2. There are a number of such dry gas wells in Yolo County which must be appraised and assessed in order that they bear an equitable portion of the Yolo County tax burden.

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3. It is necessary that a qualified Petroleum Engineer with a thorough knowledge of dry gas well appraisal techniques be utilized for purposes of appraising and assessing such wells, and the Yolo County Assessor's office is presently without a member of its staff so qualified.

4. CONTRACTOR is a 1954 graduate of the University of California, trained in the science of Geology, is a registered geologist and is experienced in the field of Petroleum Geology, particularly in dry gas well appraisal and assessment.

5. COUNTY desires to obtain, and CONTRACTOR desires to provide appraisal and assessment services with respect to producing properties located in the County of Yolo.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to provide to COUNTY the following appraisal, assessment and related services to assist the duly elected Assessor in the County of Yolo in properly assessing such property:

   A. Accumulate and interpret reserves, production, contractual, and performance data on each of the gas wells found within the confines of Yolo County. The data and interpretations to be derived from the dry gas well property statements and other information.

   B. To visit operators as necessary, including once a year with at least the large operators, expenses and travel allowances to be borne by CONTRACTOR.

   C. Determine reserves remaining for the tax year of each well which, for appraisal purposes, may be combined into a field or unit. Such determination to be based on volumetric or pressure/cumulative studies either originally, or as a check against the operator's figures.

   D. On the basis of 1) remaining reserves, 2) contractural or physical rate of take, and 3) expected decline, appraise the properties on an income/net present worth approach. All discount rates used are to accurately reflect the tax rate in the code areas involved.

E. CONTRACTOR to make his appraisals by offsetting equipment values against the mineral values and putting the appraisal to parcels.

F. CONTRACTOR shall calculate the assessed value of the above taxable property.

G. Prepare a report including the following: 1) cross references to field and operator summaries, 2) appraisal by parcel sheets, 3) appraisal calculations, 4) all pertinent geologic and reservoir engineering charts, and 5) this report to be indexed.

H. The above referenced shall be delivered to the Assessor's office no later than June 15, 1978.

I. Whenever requested, at no additional cost to COUNTY, to represent the Assessor at the Petroleum Advisory Sub-committee meeting, and make such additional occasional written reports.

J. Maintain current at all times, the required information and data by keeping records of newly completed wells and monthly production in Yolo County.

K. Represent the Assessor in defense of any appraisal in sampling by State Board of Equalization, or challenge by the taxpayer, before the County Board of Equalization.

L. Maintain at all times the highest of ethical and professional standards.

2. In accordance with the terms and conditions of this Agreement, COUNTY agrees as follows:

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A. To pay CONTRACTOR a flat fee for services rendered pursuant to this Agreement, in the amount of FIVE THOUSAND ($5,000) DOLLARS.

B. That the fee above mentioned shall be paid on or before June 30, 1978.

3. IT IS MUTUALLY AGREED that:

A. In the performance of the work, duties and obligations devolving upon him under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor, practicing his profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession, and that the sole interest of the COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

B. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tunka J. Thompson
CHAIRPERSON OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO

Lowell E. Garrison
LOWELL E. GARRISON

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas
Deputy

(SEAL)

Approved as to Form

Dated .....

County Counsel of Yolo County

Micro Fiched

RECEIVED
SEP - 1 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
SEP - 1 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

AGREEMENT NO. 77-240
WORK STUDY AGREEMENT

THIS AGREEMENT entered into between University of the Pacific McGeorge School of Law, hereinafter known as the "Institution", and YOLO COUNTY PUBLIC DEFENDER, hereinafter known as the "Organization", a (public organization), (~~private/nonprofit/organization~~), (strike one) for the purpose of providing work to students eligible to participate in the College Work-Study Program.

1. Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Organization, will set forth brief descriptions of the work to be performed by students under this Agreement, the total number of students to be employed, the hourly rates of pay, and the average number of hours per week each student will be utilized. These schedules will also state the total length of time the project is expected to run, the total percent of student compensation that the Organization will pay to the Institution, and the total percent, if any, of the cost of employers' payroll contribution to be borne by the Organization. The Institution will inform the Organization of the maximum number of hours per week a student may work.

2. Students will be made available to the Organization by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization is aware that should a student be academically disqualified from school he or she would be ineligible for further work-study benefits and thus subject to dismissal. The Organization agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, national origin, or sex, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Educational Amendments of 1972 (P.L. 92-318) and the Regulations of the Department of Health, Education, and Welfare which implement those Acts.

3. Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization.

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4. The Organization shall be deemed the employer for purposes of this Agreement. It has the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the Organization, and to determining that the students do perform their work in fact.

5. Compensation of students for work performed on a project under this Agreement will be disbursed - and all payments due as an employer's contribution under State or local workmen's compensation laws, under Federal or State social security laws, or under other applicable laws, will be made - by the Institution.

6. At such times as are agreed upon in writing, the Organization will pay to the Institution an amount calculated to cover the Organization's share of the compensation of students employed under this Agreement.

7. In addition to the payment specified in Paragraph (6) above, at such times as are agreed upon in writing, the Organization will pay, by way of reimbursement to the Institution, or in advance, an amount equal to any and all payments required to be made by the Institution under State or local workmen's compensation laws, or under Federal or State social security laws, or under any other applicable laws, on account of students participating in projects under this Agreement.

8. The parties agreed that the work performed by students shall be in the public interest and shall not:

a. Displace employed workers or impair existing contracts or services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

9. The Organization will furnish to the Institution for each payroll period time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students.

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IN WITNESS WHEREOF, the parties executed this Agreement this 9th day of August, 1977.

ORGANIZATION

By Tenyle J Thompson
Its Authorized Representative
Chairman
Board of Supervisors, County of
Yolo, State of California .

INSTITUTION

By Arthur Terzakis
Its Authorized Representative,
Arthur Terzakis
Director of Placement

Approved as to Form
Dated
County Counsel of Yolo County

Micro Fiched

DATE August 9, 1977

SCHEDULE A

Institution shall pay from its federal funds sixty (60%) percent of the agreed salary rate and it is understood and agreed that Organization will bear forty (40%) percent of the total compensation to be paid to said students, together with any hourly amount in excess of the agreed student salary.

Organization will make payment of its forty percent (40%) share of the student salaries, plus any additional compensation on the following dates:

July, 1977; August, 1977; September, 1977

Number of students to be employed under this agreement: One

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STUDENT NAMES	Total hours each student is authorized to work for the period of agreement:	Average Number of student hours per week:*	Maximum number of hours student may work per week:*	Hourly rate of pay
Steve Block	400	-40-	-40-	$3.50

Period of Contract: June 6, 1977 To August 26, 1977

*The Organization will allow no student to work for more than an average of twenty hours per week over a quarter, or other term used by the institution in awarding units to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week during which a student is on vacation.

ORGANIZATION:

By _____
Its Authorized Representative Chairman
Board of Supervisors, County
of Yolo, State of California

INSTITUTION:

By _____
Its Authorized Representative
Arthur Terzakis
Director of Placement

DATE August 9, 1977

SCHEDULE B

AGENCY NAME: COUNTY OF YOLO
Public Defender's Office

NUMBER OF JOBS	JOB TITLE	RATE/HOUR*	BRIEF DESCRIPTION
1	Law Student	$3.50	Certified Law Student

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ORGANIZATION:

By Frank J. Thompson
Its Authorized Representative Chairman
Board of Supervisors, County of
Yolo, State of California.

INSTITUTION:

By Arthur Terzakis
Its Authorized Representative,
Arthur Terzakis
Director of Placement

* Organization shall pay full amount of any salary in excess of amount shown on Schedule A.

Book

RECEIVED
AUG 2 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
AUG 2 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

AGREEMENT NO. 77-241

(Agreement for Head Caretaker at the Broderick Boat Ramp)

THIS AGREEMENT made and entered into this 9th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and FERNANDO AYALA, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

WHEREAS, on the 10th day of June, 1974, by Agreement No. 74-98, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Navigation and Ocean Development for development of the Broderick Launching facility wherein COUNTY agreed to provide all necessary maintenance and upkeep of said launching facility, said maintenance to include the keeping of the sanitary facilities in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent maintenance services for the Broderick Boat Ramp; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said Boat Ramp;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do mutually agree as follows:

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1. CONTRACTOR agrees:

A. To serve as caretaker for the Broderick Launching Facility restrooms, and to open the restrooms in the morning not later than sunrise daily and to close said area not earlier than sunset or not later than 11:00 o'clock P. M., seven days a week, 365 days a year.

B. To empty the trash containers, re-stock toilet paper and towels as necessary, and to keep the sanitary facilities in good repair and free from unsightly conditions and debris accumulations.

C. To notify COUNTY of any necessary repairs of the restroom building.

D. To be responsible for turning off and on the irrigation system at the launching facility.

E. To perform such other duties as may be necessary to maintain a proper facility.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of ONE HUNDRED FIFTY ($150) DOLLARS per month during the term of this agreement conditioned upon the CONTRACTOR's submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with the necessary supplies and equipment.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of COUNTY first had and obtained shall be null and void.

4. The parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

Micro Fiched

5. The term of this agreement shall commence on the 1st day of October, 1977, and shall terminate on the 30th day of September, 1978. This agreement may be terminated by either party hereto by a 30-day written notice of intention to terminate said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Ingela J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
COUNTY COUNSEL

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY _____ DEPUTY
(SEAL)

Fernando Ayala
FERNANDO AYALA

Book

RECEIVED
AUG 17 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

03-Yol-84 22.0/22.5
03209 - 122641
West Capitol Ave. to F Street
FAU Project
District Agreement No. 757

Yolo County
AGREEMENT NO. 77-242

FILED
AUG 17 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 9th DAY OF August, 1977, BY AND BETWEEN

COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

AND

Micro Fiched

STATE OF CALIFORNIA,
acting by and through its Business and Transportation Agency, Department of Transportation, hereinafter referred to as "STATE."

WITNESSETH

WHEREAS, the STATE is planning to construct a portion of State Route 84 in the unincorporated areas of the COUNTY, known as West Sacramento and Broderick, from West Capitol Avenue northward; and

WHEREAS, the COUNTY has requested that the STATE include as part of its Route 84 highway contract, the construction of a county road in Broderick, known as "F" Street, from "E" Street (also called West Street) to its junction with the STATE'S Route 84 contract; and

WHEREAS, the COUNTY has placed Route 84 from West Capitol Avenue to "F" Street and "F" Street from Route 84 to "E" Street as Number One on the priority list for FAU funds; and

WHEREAS, the COUNTY desires and is willing to pay for and is willing to provide the necessary right of way and utility relocation for the aforementioned "F" Street construction; and

WHEREAS, the COUNTY also desires and is willing to pay for certain additional features along the STATE'S Route 84 project; namely, the construction of concrete curbs, gutters, sidewalks, driveways and 8-foot-wide parking lane along the right side between Engineer's Stations A 28+51.92 and A 30+91.72; and

WHEREAS, it is in the mutual and best public interest that the improvements be constructed as part of STATE'S highway construction contract so as to benefit from the best bid prices and completion of both Route 84 and "F" Street at the same time to achieve full utilization by the traveling public; and

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WHEREAS, COUNTY and STATE do mutually desire to cooperate and jointly participate in construction of the aforesaid improvements and desire to specify herein the terms and conditions under which said improvements shall be constructed, financed and maintained.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES:

(1) In connection with STATE'S construction of Route 84 from West Capitol Avenue to "F" Street, to include the construction of "F" Street from "E" Street to Route 84 as a 40-foot-wide all-paved section, all as shown on Exhibit "A", attached hereto and by this reference made a part of this Agreement, said "F" Street to be constructed in accordance with plans and specifications prepared by STATE and approved by COUNTY as to conformity to existing and future facilities.

(2) In connection with STATE'S construction of Route 84 from West Capitol Avenue to "F" Street, to include the construction of concrete curbs, gutters, sidewalks and driveway aprons and 8-foot-wide parking lane on the right side of Route 84 between Engineer's Stations A 28+51.92 and A 30+91.72, said improvements to be constructed in accordance with plans and specifications prepared by STATE and approved by COUNTY as to conformity to existing and future facilities.

(3) Upon completion of STATE'S construction contract, to furnish COUNTY with one complete set of "As-Built" Plans and a

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statement of the preliminary engineering and environmental work, construction engineering and construction costs borne by COUNTY and to refund to COUNTY, any amount of COUNTY'S advance payment, provided for hereinafter in Section II, remaining after actual costs borne by COUNTY have been deducted.

(4A) To submit billing to COUNTY immediately following execution of this Agreement for advance payment of all costs of the preliminary engineering and environmental work, including overhead assessments, said payment is currently estimated to be $6,325.

(4B) To submit billing to COUNTY immediately following bid opening for advance payment of all costs of COUNTY'S improvements, based on the low bidder's actual unit prices and estimated quantities, plus mobilization, contingencies, construction engineering and overhead assessments as indicated on Exhibit "B".

(5) To request that the State Highway Commission accept as a traversable route and accept for maintenance that portion of Jefferson Boulevard between Route 80 and West Capitol Avenue.

SECTION II

COUNTY AGREES:

(1) To pay its full share of the actual costs which are estimated on Exhibit "B", attached hereto and by this reference made a part of this Agreement and as provided in Article 4 below.

(2) To pay to the STATE all actual costs for the construction of improvements as shown on Exhibit "A" and estimated on Exhibit "B" and as outlined in the plans and specifications prepared by the STATE and approved by the COUNTY.

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(3A) To make payment to STATE for the total cost of preliminary engineering (including environmental work) prior to the beginning of such work, said cost is currently estimated to be $6,325.

(3B) To make payment to STATE within 1/4 days of receipt of billing therefor the total cost of COUNTY'S aforesaid improvements. Billing shall be forwarded immediately following the bid opening for the construction contract and shall be based on the low bidder's actual unit prices and estimated quantities, plus mobilization, contingencies, construction engineering and overhead assessments as indicated on Exhibit "B", all of which is currently estimated to cost COUNTY $80,821.

In the event COUNTY desires any additional or extra work over and above that specifically provided for herein or in the event of unforeseen circumstances resulting in additional work or a change in character of work to accomplish COUNTY'S improvements, any added costs occasioned thereby shall be COUNTY'S sole obligation and shall be accomplished by means of an executed change order, approved by COUNTY in writing, after payment to STATE by COUNTY to cover the cost of such work.

In the event COUNTY desires to eliminate any portion of the work specifically provided for herein, said elimination of work shall be accomplished by means of an executed change order, approved by COUNTY in writing.

(4) The actual total cost to the COUNTY (estimated to be $87,146) will be determined after completion of the construction contract and shall be determined as follows:

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(A) Construction Cost

1. The entire construction cost required for completion of the construction of "F" Street from Route 84 to "E" Street and the construction of concrete curbs, gutters, sidewalks and driveway aprons and 8-foot-wide parking lanes on the right side of Route 84 between Engineer's Stations A 28+51.92 and A 30+91.72, as delineated on Exhibit "A", said cost to COUNTY to be determined by multiplying final pay quantities required for completion of said work by contract unit price in STATE'S construction contract. Estimated cost to COUNTY as referred to herein is $60,239.

2. The COUNTY'S final share of the cost of mobilization (estimated to be $6,693) shall be a sum bearing the same proportion to the cost of the Mobilization Item in STATE'S contract as the total cost of COUNTY'S portion of work bears to the total cost of contract items, both exclusive of mobilization costs.

(B) Preliminary Engineering and Construction Engineering

1. Design engineering and environmental costs (estimated to be $6,325) shall be a flat charge of nine percent (9%) of COUNTY'S share of aforesaid construction costs, which flat charge

Micro Fiched

includes all direct and indirect costs (functional and administrative overhead assessment) attributable to such work applied in accordance with STATE'S standard accounting procedures.

2. Construction engineering costs (estimated to be $10,542) shall be a flat charge of fifteen percent (15%) of COUNTY'S share of aforesaid construction costs, which flat charge includes all direct and indirect costs (functional and administrative overhead assessment) attributable to such work applied in accordance with STATE'S standard accounting procedures.

(5) To pay to STATE promptly upon receipt of a statement therefor, any amount over and above the aforesaid advance payment required to complete the financing of the aforementioned construction.

(6) To allocate all of the 1976-77 and 1977-78 and the remainder of the 1975-76 FAU funds to the STATE'S construction on Route 84 and if future FAU funds become available before the completion of this project, they will be allocated to this project.

(7) To bring Jefferson Boulevard up to STATE maintenance standards from State Route 80 to West Capitol Avenue.

(8) To indemnify and save STATE, its officers, agents and employees harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from STATE'S performance under this Agreement, excepting for injuries to person or damage to property caused or resulting from

Micro Fiched

the sole negligence or willful misconduct of STATE, its officers, agents and employees.

(9) Upon notification by STATE of contractor's relief of maintenance responsibility, to maintain all improvements constructed on "F" Street between Route 84 and "E" Street, and sidewalks and driveway aprons on the right side of Route 84 between Engineer's Stations A 28+51.92 and A 30+91.72 pursuant to this Agreement and to make no claim against STATE for any portion of expense incurred therefor.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

(1) Either COUNTY or STATE may terminate this Agreement upon written notice at anytime prior to award of contract.

(2) In the event that COUNTY elects to terminate this contract for any reason, the STATE will refund COUNTY'S advance payment after deducting all costs to STATE which were expended on behalf of COUNTY prior to the termination date.

(3) That construction by STATE of improvements referred to herein is contingent upon the allocation of funds by the California Highway Commission.

(4) That should any portion of the project be financed with Federal Funds or State Gas Tax Funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

(5) That construction will begin in Fiscal Year 1977-78 and shall be completed no later than December 31, 1979.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year after hereinabove written.

STATE OF CALIFORNIA
Department of Transportation

ADRIANA GIANTURCO
Director of Transportation

By _____
District Director

COUNTY OF YOLO

By _____
Chairman of the Board
of Supervisors

ATTEST: LAURENCE P. HENIGAN, Clerk
County Clerk

By _____
Deputy

Approved as to Form
and Procedure

_____
County Counsel
Deputy

Micro Fiched

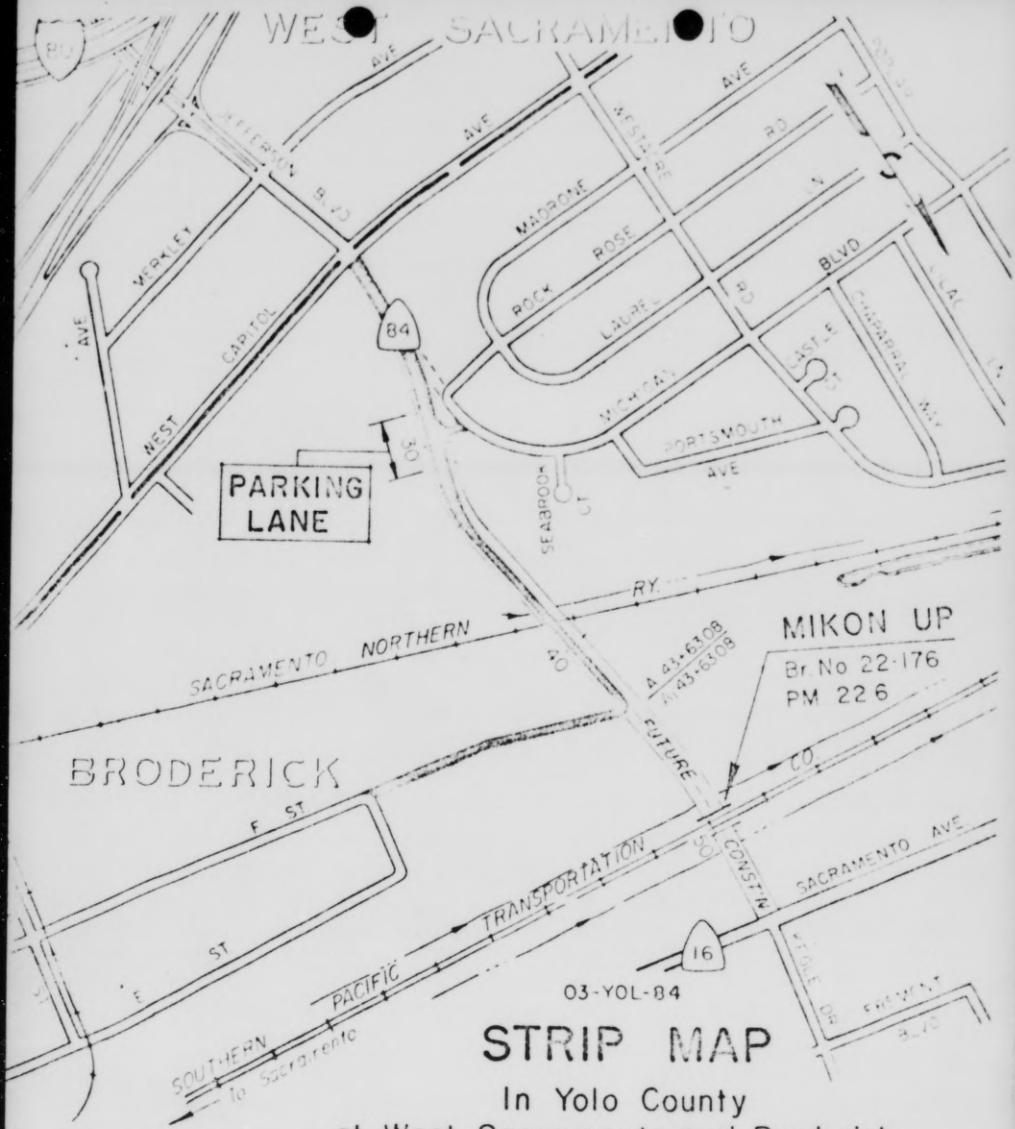

EXHIBIT "A"

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DEPARTMENT OF TRANSPORTATION

PRELIMINARY ESTIMATE OF COST

DCR OF 1652 (REV. 1-75)

EXHIBIT "B"

SHEET 1 OF 1

BID OPENING	EXPENDITURE AUTHORIZATION	BUDGET ALLOCATION	DATE
	03209 - 122641		7-25-77

DISTRICT	COUNTY	ROUTE	P.M.	SOURCE OF FUNDS
03	YOL	84	22.0/22.5	

FEDERAL AID NUMBER

DESCRIPTION

Rt. Shoulder from A 28+51.92 to A 30+01.72

"F" Street from F 19+12.77 to F 30+70

ITEM NUMBER CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
190101	ROADWAY EXCAVATION	CY	3,800	1 50	5,700 00
250301	CLASS 4 AGGREGATE SUBBASE	CY	1,985	6 00	11,910 00
260201	CLASS 2 AGGREGATE BASE	CY	1,434	12 00	17,208 00
365001	SAND COVER	TON	45	20 00	900 00
390301	AGGREGATE (TYPE B AC)	TON	966	11 00	10,6[illegible] 00
391001	PAVING ASPHALT (AC)	TON	58	80 00	4,640 00
395101	LIQUID ASPHALT SC-250 (PRIME COAT)	TON	6.2	150 00	930 00
397003	ASPHALTIC EMULSION (FOG SEAL COAT)	TON	1.3	150 00	195 00
520101	BAR REINFORCING STEEL	LB	1,200	0 40	480 00
731925	CLASS B CONCRETE (CURB, GUTTER, SIDEWALK AND DRIVEWAY)	CY	51	150 00	7,6[illegible] 00
	SUBTOTAL ITEMS				60,23[illegible] 00
	MOBILIZATION (11.11%)				6,6[illegible] 00
					66,93[illegible] 00
	CONTINGENCIES (5%)				3,3[illegible] 00
					70,27[illegible] 00
	PRELIMINARY ENGINEERING AND ENVIRONMENTAL (9%)				6,325 00
	CONSTRUCTION ENGINEERING (15%)				10,54[illegible] 00
	TOTAL				87,14[illegible] 00
	Made by: L. N. Latimer 7-25-77				
	Checked by: R. C. Hill 7-25-77				

Micro Fiched

DEPARTMENT OF TRANSPORTATION

PRELIMINARY ESTIMATE OF COST

DOHSE 1612 (REV. 7-75)

SHEET 1 of 1

BID OPENING	EXPENDITURE AUTHORIZATION	BUDGET ALLOCATION	DATE
	03209 - 122641		7-25-77

DISTRICT	COUNTY	ROUTE	P.M.	SOURCE OF FUNDS
03	YOL	84	22.0/22.5	

FEDERAL AID NUMBER

DESCRIPTION

Rt. Shoulder from A 28+51.92 to A 30+91.72

M NUMBER CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
260201	CLASS 2 AGGREGATE BASE	CY	104	12 00	1,248 00
390301	AGGREGATE (TYPE B AC)	TON	26	11 00	286 00
391001	PAVING ASPHALT (AC)	TON	1.6	80 00	128 00
395101	LIQUID ASPHALT SC-250 (PRIME COAT)	TON	0.2	150 00	30 00
520101	BAR REINFORCING STEEL	LB	1,200	0 40	480 00
731025	CLASS B CONCRETE (CURB, GUTTER, SIDEWALK AND DRIVEWAY)	CY	51	150 00	7,650 00
	SUBTOTAL ITEMS				9,8[illegible] 00
	MOBILIZATION (11.11%)				1,0[illegible] 00
					10,91[illegible] 00
	CONTINGENCIES (5%)				5[illegible] 00
					11,46[illegible] 00
	PRELIMINARY ENGINEERING (9%)				1,031 00
	CONSTRUCTION ENGINEERING (15%)				1,71[illegible] 00
	TOTAL				14,210 00

Made by: L. N. Latimer 7-25-77

Checked by: R. C. Hill 7-25-77

Micro Fiched

DEPARTMENT OF TRANSPORTATION

PRELIMINARY ESTIMATE OF COST

DCR-OE 163.2 (REV. 7-75)

SHEET 1 OF 1

BID OPENING	EXPENDITURE AUTHORIZATION	BUDGET ALLOCATION	DATE
	03209 - 122641		7-25-77

DISTRICT	COUNTY	ROUTE	P.M.	SOURCE OF FUNDS
03	YOL	84	22.0/22.5	

FEDERAL AID NUMBER

DESCRIPTION

"F" Street, Sta. F 19+12.77 to F 30+70

ITEM NUMBER CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
90101	ROADWAY EXCAVATION	CY	3,800	1 50	5,700 00
50401	CLASS 4 AGGREGATE SUBBASE	CY	1,985	6 00	11,910 00
60201	CLASS 2 AGGREGATE BASE	CY	1,330	12 00	15,960 00
65001	SAND COVER	TON	45	20 00	900 00
90301	AGGREGATE (TYPE B AC)	TON	940	11 00	10,340 00
91001	PAVING ASPHALT (AC)	TON	56.4	80 00	4,51[illegible] 00
95101	LIQUID ASPHALT SC-250 (PRIME COAT)	TON	6	150 00	900 00
97008	ASPHALTIC EMULSION (FOG SEAL COAT)	TON	1.3	150 00	195 00
	SUBTOTAL ITEMS				50,417 00
	MOBILIZATION (11.11%)				5,60[illegible] 00
					56,01[illegible] 00
	CONTINGENCIES (5%)				2,80[illegible] 00
					58,81[illegible] 00
	PRELIMINARY ENGINEERING AND ENVIRONMENTAL (9%)				5,29[illegible] 00
	CONSTRUCTION ENGINEERING (15%)				8,82[illegible] 00
	TOTAL				72,936 00
	Made by: L. N. Latimer 7-25-77				
	Checked by: R. C. Hill 7-25-77				

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YOLO COUNTY AGREEMENT NO. 77-243

CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of Yolo (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 19 78 , will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $ 5,000 . The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 16th day of August , 19 77.

COUNTY OF Yolo
Address 725 Court Street, Woodland, CA 95695

By Tingle J. Thompson

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

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By H. D. Bell
Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

Executive Secretary

FILED
AUG 31 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
Deputy

FILED
AUG 31 1977
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

PT-47 REV. 1 (5-69)

IBM

YOLO COUNTY AGREEMENT NO. 77-244

Lease/Rental Agreement

Item No.	(A) Qty.	Type	DESCRIPTION Complete The Description In Machine Type And Device Code Sequence (Provide Serial Number And Meter Reading, If Installed).	Lease or Rent (L/R)	Per Unit Periods: Base Term (Mos)	Per Unit Periods: Extension (Mos)	Per Unit Charges: (B) Monthly Lease/Rental Charge	Per Unit Charges: (C) Service Zone Charge (Initial)	Upper Limit %
1	1	6801	Copier II S/N 0523608		12	12	247 35		

By Debra C. Conley

Combined Monthly Lease/Rental Charge (Excluding Applicable Taxes, Destination Charge, And Monthly Use Charge) Multiply (A) By The Sum Of (B) + (C) Then Add All Lines. ▷ 247 35

Item No. (Above)	Per Unit Monthly Use Charge Machines: (D) Usage Volume Included in (B)	Monthly Use Charge Rate For Volume in Excess Of (D)	Maximum Monthly Charge	Purchase Option: Purchase Price	Purchase Option %	Maximum Accrual Period (Mos)	Maximum Purchase Accrual %	Termination Charge %	Termination Charge Mos (Base/Ext)	Destination Charge Qty (A) X Destination Charge Per Machine (From IBM Location)
1	7850	.011	343 75	1=803. 00	40	36	50	25	24	

• Monthly Use Charge Based Upon Usage Volume Determined From Meter Reading.
• Maximum Monthly Charge Based Upon Monthly Usage Volume At A Level Beyond Which There Will Be No Additional Monthly Use Charges (Excluding Service Zone Charges).

Trade-In Equipment

Qty.	Description (Include any physical deductions due to machine condition). IBM may reduce the trade-in allowance if equipment is not in substantially the same condition as when inspected.	Serial Number	Trade-In Net Allowance
		Total Allowance ▷	

Escrow Payment (Bears no interest and will apply to final amounts due IBM as described herein).

Three Months Monthly Lease/Rental Charges (Including Applicable Taxes And Service Zone Charges) ▷

I UNDERSTAND THAT IF I HAVE SELECTED A LEASE CONTRACT PERIOD OR EXTENSION FOR A MACHINE, I AM OBLIGATED TO LEASE THE MACHINE FOR THE LEASE CONTRACT PERIOD OR EXTENSION, IF SUCH PERIOD OR EXTENSION IS TERMINATED BEFORE ITS EXPIRATION DATE, I AGREE TO PAY THE TERMINATION CHARGES SET FORTH IN THIS AGREEMENT.

FOR MACHINES OTHER THAN COPIERS I UNDERSTAND THAT, IF I HAVE SELECTED A RENTAL CONTRACT PERIOD, I AM OBLIGATED TO RENT THE MACHINE FOR A SIX MONTH MINIMUM RENTAL PERIOD.

Customer's Initials

THE TERMS AND CONDITIONS ATTACHED ARE A PART OF THIS AGREEMENT

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

International Business Machines Corporation

Please Type or Print all information except signature

Branch Office Address: 2 Capitol Mall
City and State: Sacto Ca
By IBM Representative's Signature:
By Off. No.:
Zip Code: 95814
Date: 6/10/77

Customer's Name: County of Yolo Public Works
Address: 292 W Beamer St
City and State: Woodland Ca
Zip Code: 95695
Mark For Attention Of:
By Customer's Signature:
Date: 6/10/77
Signed By — Name:
Signed By — Title:

Z 140-2167
U/M 25

THIS IS NOT AN INVOICE. PLEASE DO NOT PAY UNTIL INVOICED.

CUSTOMER

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LEASE/RENTAL AGREEMENT TERMS AND CONDITIONS

International Business Machines Corporation (IBM) and the [redacted]omer agree that the following terms and conditions will apply to any Customer order for lease or rental of IBM machines that is accepted by IBM under this Agreement. Under these terms and conditions, IBM will (1) lease or rent machines to the Customer and (2) provide maintenance service for machines, as described herein. The Customer agrees to accept the machines and maintenance service under the terms and conditions of this Agreement. The Customer further agrees with respect to the machines to accept the responsibility for (1) their selection to achieve the Customer's intended results, (2) their use and (3) the results obtained therefrom. The Customer also has the responsibility for the selection and use of, and results obtained from, any other equipment or services used with the machines.

Acceptance of this Agreement by IBM is contingent upon (1) a satisfactory credit report on the Customer and (2) with regard to the data shown on the first page of this Agreement, the absence of any mathematical error or deviation from IBM's current prices and terms. Unless advised to the contrary within 15 days after the signing of this Agreement, the Customer may consider this Agreement to have been accepted by IBM as written and to be in full force and effect as of the date signed by IBM.

The term "machines" as used in this Agreement refers to machines and/or their model upgrades and features unless the context requires individual reference to model upgrades and features.

CONTRACT PERIOD

IBM will determine the Lease or Rental Contract Period or Periods for which each machine is eligible. The Customer may select the Lease or Rental Contract Period for each machine from the alternatives available.

LEASE CONTRACT PERIOD

A Lease Contract Period has a Commencement Date, a Base Term and an Expiration Date.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is installed, as specified by IBM.

The Commencement Date for a machine already installed under a Rental Contract Period will be the day an Agreement designating a Lease Contract Period term is signed by IBM.

The Commencement Date of a new Lease Contract Period for a machine already installed under a Lease Contract Period will be the day immediately following the Expiration Date of such Lease Contract Period, provided that a new Agreement is signed by IBM on or before such Commencement Date.

The Expiration Date of a Lease Contract Period is determined by adding the Base Term to the Commencement Date.

A Lease Contract Period may be extended as described in the Section entitled "Lease Contract Period Extension."

RENTAL CONTRACT PERIOD

A Rental Contract Period has a Commencement Date and is of indefinite duration.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is installed, as specified by IBM.

The Commencement Date for an eligible machine already installed will be the day following the Expiration Date of its Lease Contract Period or Extension, provided a new Agreement is signed by IBM on or before such Commencement Date.

Except as set forth in the Section entitled "Increases in Rental Contract Period Monthly Charges", any machine, other than a model or feature change or upgrade installed under a Rental Contract Period may be discontinued by the Customer at any time after six months from its Commencement Date, provided written notice is received by IBM one month prior to the date of discontinuance.

CHARGES

IBM will determine the Monthly Lease Charge, Monthly Rental Charge and, if applicable the Monthly Use Charge Rate and Maximum Monthly Charge for the Lease or Rental Contract Period or Periods for which each machine is eligible. Such charges and rate will be specified on the first page of the Agreement.

The Monthly Use Charge is determined by multiplying the Monthly Use Charge Rate by the volume of usage as determined from the meter for a particular month in excess of the volume of usage in the Monthly Lease or Rental Charge.

The Maximum Monthly Charge is the sum of the Monthly Lease or Rental Charge and the Monthly Use Charge at a usage volume level beyond which there will be no additional Monthly Use Charges.

The Customer agrees to pay the applicable Charges for each machine.

Charges for each machine will begin on the Commencement Date of its Lease Contract Period or Extension or Rental Contract Period.

METER READINGS

IBM will install and maintain its meters for machines with Monthly Use Charges. The Customer agrees to furnish a monthly report to IBM showing the meter reading for each machine as of the close of the last work day of each calendar month. The Customer agrees not to interfere with the proper operation of the meters.

INCREASES IN LEASE CONTRACT PERIOD MONTHLY CHARGES

NON-MONTHLY USE CHARGE MACHINE

For each year of a Lease Contract Period for a machine beginning with the Commencement Date and thereafter with each Anniversary Date, there will be a maximum Total Monthly Charge (Upper Limit) for that year. For machines that do not have a specified Monthly Use Charge Rate, the Total Monthly Charge will be the Monthly Lease Charge.

The Upper Limit for the first year of the Lease Contract Period is the Total Monthly Charge in effect for a machine on the Commencement Date. The Upper Limit for each succeeding year is calculated by increasing the Upper Limit for the preceding year by an amount which is derived by multiplying the Total Monthly Charge in effect on the Commencement Date by the Upper Limit Percent specified on the first page of this Agreement.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Total Monthly Charge or the Upper Limit Percent unless written notice shall have been given to the Customer at least three months before the date of shipment. In the event of such an increase, the Customer may elect to void the Agreement for the affected machine within one month of notification of such an increase by IBM.

For a machine which is installed, IBM may increase the Total Monthly Charge upon three months' prior written notice. Such increased Total Monthly Charge will be the lower of (1) the Total Monthly Charge in effect for such machine on the Commencement Date specified in the notice for Customers commencing a new Lease Contract Period with the same Base Term or (2) the Upper Limit in effect for that year, and, to the extent that any increase exceeds the applicable Upper Limit, the excess will automatically be effective on ensuing Anniversary Dates.

MONTHLY USE CHARGE MACHINES

For each year of a Lease Contract Period for a machine beginning with the Commencement Date and with each Anniversary Date, there will be a maximum Total Monthly Charge (Upper Limit) at any given volume for that year. For machines that have a specified Monthly Use Charge Rate, the Total Monthly Charge will be the Monthly Lease Charge plus the Monthly Use Charge for each volume of usage.

The Upper Limit for a given monthly volume during the first year of the Lease Contract Period is the Total Monthly Charge for that volume that would have been in effect for a machine on the Commencement Date. The Upper Limit for a given monthly volume for each succeeding year is calculated by increasing the Upper Limit for that volume for the preceding year by an amount which is derived by multiplying the Total Monthly Charge for that volume that would have been in effect on the Commencement Date by the Upper Limit Percent specified on the first page of this Agreement.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Total Monthly Charge for any volume or the Upper Limit Percent unless written notice shall have been given to the Customer at least three months before the date of shipment. In the event of such an increase, the Customer may elect to void the Agreement for the affected machine within one month of the notification of such an increase by IBM.

For a machine which is installed, IBM may increase the Total Monthly Charge by changing the Monthly Lease Charge, the usage included in the Monthly Lease Charge, the Maximum Monthly Charge and the Monthly Use Charge Rate upon three months' prior written notice. Such increased Total Monthly Charge for any volume will be the lower of (1) the Total Monthly Charge at that volume generally in effect for such machine on the effective date specified in the notice for Customers commencing a new Lease Contract Period with the same Base Term or (2) the Upper Limit in effect for that year for that volume, and, to the extent that any increase exceeds the applicable Upper Limit, the excess will automatically be effective on ensuing Anniversary Dates.

The Upper Limit Percent specified in the Agreement will not be increased during the Lease Contract Period.

The Total Monthly Charge for a model upgrade or feature addition may be increased by IBM in the same manner and in accordance with the same Upper Limit calculations as for machines and pursuant to the provisions set forth in the Section entitled "Machine Modifications."

Except as provided in this Section and in the Section entitled "Lease Contract Period Extension," all changes affecting the Total Monthly Charge and Upper Limit Percent will become effective on the date specified in the notice of such change.

INCREASES IN RENTAL CONTRACT PERIOD MONTHLY CHARGES

For a machine under a Rental Contract Period, IBM may increase the Monthly Rental Charge, the Monthly Use Charge Rate, Maximum Monthly Charge, or decrease the usage included in the Monthly Rental Charge upon one month's prior written notice. The Customer may discontinue any machine included in such notice on the effective date of the change upon one month's prior written notice. Otherwise, the change will become effective as specified.

DESTINATION CHARGES

All Destination Charges for each machine, model change or feature, both from and to IBM locations, and any rigging charges will be paid by the Customer in accordance with IBM's then current shipping and billing practices.

APPLICABLE TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of property taxes and taxes based on net income.

ESCROW PAYMENT

In the event IBM requires the Customer to make a three-month advance payment, such payment will be held in escrow. Such payment will not bear interest and will be applied only (a) to the Customer's last three monthly invoices, or (b) as a credit toward the purchase option price, or (c) in the case of a termination by the Customer, toward any unpaid amounts then due IBM. Any remaining balance will be refunded to the Customer.

LEASE CONTRACT PERIOD EXTENSION

The Customer may extend a Lease Contract Period for a machine any number of times for the Extension Period shown on the first page of the Agreement and one time for a period of less than one year. The Commencement Date of an Extension will be the day following the Expiration Date of the Lease Contract Period or Extension then in effect.

The charges, terms and conditions for the ensuing Extension will not be changed by IBM from the date three months prior to the Commencement Date of such Extension through its Expiration Date. Prior to the Expiration Date of a Lease Contract Period or Extension, IBM will provide the Customer with written notice of all such charges, terms and conditions for the ensuing Extension.

The Extension for each machine will commence automatically unless the Customer notifies IBM in writing on or before the Expiration Date of the Lease Contract Period or current Extension that the Customer elects one of the following choices, as available:

a. to extend for a period of less than one year at the end of which time the machine will be deemed to have been placed under a Rental Contract Period unless otherwise agreed;

b. to execute an Agreement for a new Lease Contract Period;

c. to execute an Agreement for a Rental Contract Period; or

d. to purchase the machine.

In addition, the Customer may discontinue a machine effective on the Expiration Date of a Lease Contract Period or Extension upon one month's prior written notice.

MACHINE MODIFICATIONS

Upon the Customer's written request, IBM will make field installable model or feature changes to a machine installed under this Agreement. Such machine modifications shall be subject to the applicable provisions of this Agreement.

MODEL UPGRADES AND FEATURE ADDITIONS

Under the Lease Contract Period or Extension, the model upgrade or feature addition will be installed at IBM's Customer Monthly Use Charge and Monthly Use Charge Rate, if any, then generally in effect for new orders for such model upgrade or feature having the same Base Term as the installed machine. When such upgrade or feature is installed under that Lease Contract Period or Extension, it will assume the same Expiration Date as the installed machine.

The model upgrade or feature addition will assume the same Anniversary Date, but not the same Commencement Date, and Upper Limit Percent as the installed machine for purposes of determining future increases in the Monthly Lease Charge and any applicable Monthly Use Charge Rate.

Each model upgrade or feature addition to a machine installed under a Rental Contract Period may only be placed under a Rental Contract Period and will be installed at IBM's Monthly Rental Charge and Monthly Use Charge Rate, if any, then generally in effect.

The Commencement Date for a model upgrade or feature addition will be the day (Monday through Friday) following the day that the model upgrade or feature addition is installed, as specified by IBM.

MODEL DOWNGRADES AND FEATURE DISCONTINUANCES

A model downgrade is defined as a model change which results in a decrease in the Monthly Lease Charge or Monthly Rental Charge.

The downgrade of a model or discontinuance of a feature prior to the Expiration Date of its Lease Contract Period or Extension will be subject to the provisions of the Section entitled "Termination Charges."

There will be no Termination Charge for the downgrade of a model or discontinuance of a feature installed under a Rental Contract Period.

DISCONTINUANCE NOTICE

The Customer may discontinue any machine or any feature or request a model downgrade upon one month's written notice given at any time after installation, subject to the Sections entitled "Limitation of Remedies," "Termination Charges," and "Rental Contract Period."

TERMINATION CHARGES

The Customer will pay IBM as a Termination Charge upon termination of a Lease Contract Period or Extension, or a machine prior to the Expiration Date of such Lease Contract Period or Extension, the lesser of:

a. the Termination Charge Percent specified in the Agreement multiplied by the Remaining Contract Value; or

b. the applicable Termination Charge Months specified in the Agreement multiplied by the applicable Monthly Lease Charge value as of the date of termination.

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The Remaining Contract value of a machine is determined by multiplying its applicable Monthly Lease Charge by the date of termination by the number of months remaining in its Lease Contract Period or Extension.

The discontinuance of a feature or the downgrade of a [redacted] will not result in an Termination Charge, except that the Monthly Lease Charge value of a [redacted] or model increment which is on a machine at any time within three months prior to the date of termination of the Lease Contract Period or Extension for such machine, will be included in the Monthly Lease Charge value of such machine.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Termination Charge Percent or the Termination Charge Months unless written notice shall have been given to the Customer at least three months before the date of shipment. For a machine which is installed, IBM may not increase such Percent or Months during a Lease Contract Period.

Return of a machine to IBM upon the Customer's request during a Lease Contract Period or Extension for any reason, including machine replacement for model or feature changes which are not field installable, or due to the Customer's failure to comply with any of the terms and conditions of this Agreement, shall be a termination for purposes of this Section.

Termination Charges are not applicable when the Customer exercises the option to purchase under the provisions of the Section entitled "Purchase Option."

PURCHASE OPTION

The Customer may elect to purchase a machine installed under a Lease Contract Period or Extension by executing an applicable IBM purchase agreement. Upon request from the Customer, IBM will quote a net purchase option price for such machine including its model upgrades and features as of a specific month that is not more than three months from the date of the request.

The net purchase option price, as calculated for each machine, model upgrade and feature, will be the lower of (1) the Purchase Price stated in the Agreement, as modified in accordance with this Section, less any applicable purchase option credits not to exceed an amount determined by multiplying such modified Purchase Price by the Maximum Purchase Accrual Percent; or (2) IBM's purchase price then generally in effect, less any applicable purchase option credits not to exceed an amount determined by multiplying such purchase price by the Maximum Purchase Accrual Percent. The Maximum Purchase Accrual Percent will be specified on the first page of the Agreement.

The purchase option credits are determined by multiplying:

a. the applicable Monthly Lease Charges paid under this Agreement by the Purchase Option Percent specified on the first page of the Agreement; and

b. applicable monthly charges, if any, paid under other IBM agreements by the purchase option percents applicable under those agreements.

For purposes of this calculation, the period during which monthly charges are eligible for purchase option credits is the period during which the machine has been continuously installed but may not exceed the Purchase Option Period specified. Eligible monthly charges will be applied in the order in which they are first incurred. For Copier and Copier II only, Monthly Use Charges will be included with Monthly Lease Charges.

When a machine ceases to be installed under this Agreement, all purchase option credits accrued hereunder with regard to that machine shall expire.

Purchase option credits accrue individually for each machine, model upgrade and feature and only during the accrual period for each machine. Purchase option credits are not transferable to other Customers or between machines, or among machine models and features.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Purchase Price nor decrease the Purchase Option Percent, Maximum Purchase Accrual Percent or Maximum Accrual Period unless written notice shall have been given to the Customer at least three months before the date of shipment.

For a machine which is installed, IBM may increase the Purchase Price immediately upon written notice subject to Upper Limits determined in the same manner as for Total Monthly Charges as described in the Section entitled "Increases in Lease Contract Period Monthly Charges."

The Purchase Option Percent, Maximum Purchase Accrual Percent and Maximum Accrual Period for a machine will not be decreased during a Lease Contract Period.

The Customer may elect to purchase a machine installed under a Rental Contract Period by executing an applicable IBM purchase agreement at IBM's then applicable purchase price for such machines.

SHIPMENT

IBM agrees to schedule each machine for shipment in accordance with IBM's applicable shipment sequence and will confirm and amend as necessary the Customer's schedule. Prior to shipment, IBM will make reasonable accommodation to a delay requested by the Customer.

ALTERATIONS AND ATTACHMENTS

An alteration is defined as any change to an IBM machine which deviates from IBM's physical, mechanical or electrical machine design whether or not additional devices or parts are required. An attachment is defined as the mechanical, electrical or electronic interconnection to an IBM machine of non-IBM equipment and devices not supplied by IBM.

An alteration to a machine may be made upon prior written notice to IBM. An attachment to a machine may be made without notice to IBM.

The Customer agrees to accept the responsibility for making any such alteration or attachment, its use and the results obtained therefrom, and to pay all charges related to the alteration or attachment as described in the Section entitled "Maintenance Service." The Customer further agrees to remove any alteration or attachment and to restore the machine to its normal, unaltered condition prior to its return to IBM or upon notice from IBM that the alteration or attachment creates a safety hazard or renders maintenance of the machine impractical.

MAINTENANCE SERVICE

IBM will provide maintenance service to keep each machine in or restore it to good working order and will make all necessary adjustments, repairs and parts replacements. For this purpose, IBM shall have full and free access to the machine. The Customer agrees to provide a suitable installation environment as prescribed by IBM. The Customer also agrees to make available, for machines with a Monthly Use Charge, a key operator for training purposes and to notify IBM of any change in key operator assignment.

The Customer agrees to pay at IBM's applicable time and material rates then in effect all charges for maintenance and other service activities rendered at the Customer's request after IBM's normal business hours and on Saturdays, Sundays and holidays.

The Customer agrees to pay at IBM's applicable time and material rates then in effect all charges for maintenance and other service activities, or to pay for loss of or damage to a machine, caused by (1) use of the machine for other than the purposes for which designed; or (2) alterations and attachments.

The Customer also agrees to pay at IBM's applicable time and material rates then in effect all charges for repair of damage, replacement of parts due to other than normal wear, or repetitive service calls caused by the use of supplies.

SERVICE ZONE CHARGES

When the distance from the machine's location to IBM's nearest Branch Office or Point of Service is greater than 50 miles, the Customer agrees to pay IBM's then current Service Zone Charges or travel charges. Travel charges will consist of actual travel expense plus travel and waiting time at IBM's prevailing hourly rate. Travel charges will apply if the machine location is not normally accessible by private automobile or scheduled public transportation or if the Customer Engineer is unable to get to and from the machine location with adequate time in between for machine repair within one day (IBM's normal business hours).

RISK OF LOSS OR DAMAGE

During the period a machine, model change or feature is in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risks of loss of or damage to the machine, model change or feature except for loss or damage (1) caused by Customer negligence; or (2) resulting from misinformation for which the Customer is equally liable; and (3) as set forth in the Section entitled "Maintenance Service." IBM shall be under no obligation to replace machines if, in IBM's judgment, the risk of further loss or damage is excessive.

INVOICING

Monthly Lease Charges and Monthly Rental Charges will be invoiced in advance as of the first of each month. Charges will be invoiced on the month following the month in which they are incurred. When a machine, model change or feature is installed for a part of a calendar month, the Monthly Lease Charge or Monthly Rental Charge and included usage volume will be prorated on the basis of the number of days in the month. Payment will be made within 30 days after the date of invoice. All other charges due hereunder are payable as specified on the invoice.

WARRANTIES

Machines provided under this Agreement may be either machines which are newly manufactured or assembled by IBM from new parts or serviceable used parts which are equivalent to new in performance, or machines which were previously installed.

IBM warrants that each machine, model upgrade or feature addition will be in good working order on the date that it is installed and that it will perform according to IBM's official published specifications. Thereafter, IBM will make all adjustments, repairs and parts replacements necessary to maintain the machine, subject to the provisions stated in the Sections entitled "Maintenance Service" and "Risk of Loss or Damage."

IBM does not warrant that the operation of the machine will be uninterrupted.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS ON COIN OPERATED MACHINES

The Customer agrees that IBM is relieved of responsibility for loss of cash contained in, dispensed by, or associated with any machine under this Agreement after its delivery to the Customer. It is also agreed that IBM shall have no responsibility for maintenance service on any such machine which contains cash. It will be the Customer's responsibility to remove and control cash so that IBM can fulfill its warranty and service obligations.

The exception to the above will be when a failure occurs which results in the Customer being unable to operate the machine. In this event, the machine will be returned prior to service to IBM. In such event, the Customer will assign one of his personnel to be present and to assume the responsibility for removal of the cash once it can be freely removed from the coin operated mechanism.

PATENT INDEMNITY

IBM will defend the Customer against a claim that machines supplied hereunder, or the operation of such machines pursuant to the current unaltered Operating Instructions provided by IBM for such machines, infringes a U.S. patent or that the machine's operation infringes a U.S. Patent. IBM will pay resulting costs, damages and attorney's fees provided that:

a. the Customer promptly notifies IBM in writing of the claim; and

b. IBM has sole control of the defense and all related settlement negotiations.

If such claim has occurred, or in IBM's opinion is likely to occur, the Customer agrees to permit IBM, at its option and expense, either to procure for the Customer the right to continue using the machines or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the Customer agrees to return the machines on written request. Termination Charges will not be applicable on such returned machines, and the Customer will pay only those charges which were payable prior to the date of such return.

IBM shall have no liability for any claim based upon the combination of machines furnished hereunder with apparatus or devices not furnished by IBM or based upon alteration of the machines by the Customer. Such claims would be covered by the absence of such alteration. IBM will have no liability for any claim based upon the use of the machines in a manner other than as specified in the Operating Instructions provided by IBM for such machines, nor shall IBM have any liability for the use of supplies not furnished by IBM. In such machines unless such supplies are at that time available from IBM, and any differences therebetween are irrelevant to the alleged infringement.

The foregoing states the entire obligation of IBM with respect to infringement of patents by the machines or any parts thereof or by the use thereof.

LIMITATION OF REMEDIES

IBM's entire liability and the Customer's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines, model upgrades or features furnished under this Agreement, the Customer's remedy is (1) the adjustment or repair of the machine, model upgrade or feature, or replacement of its parts by IBM, or at IBM's option, replacement of the machine, model upgrade or feature or (2) if, after repeated efforts, IBM is unable to adjust or repair a machine, model upgrade or feature or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, all as warranted, the Customer shall be entitled to recover actual damages to the limits set forth in this Section. For any other claim concerning non-performance by IBM pursuant to this Agreement, or any other way related to the subject matter of this Agreement or any order under this Agreement, the Customer shall be entitled to recover actual damages to the limits set forth in this Section.

IBM's liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of $25,000 or twenty-five (25) hundredths of one (.01) percent of the total amount paid to IBM for the machines that are the subject matter of or are directly related to the cause of action. Such charges shall be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability does not apply to bodily injury or damage to real property or tangible personal property for which IBM is legally liable, or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent Indemnity."

The Customer may discontinue a machine forthwith without Termination Charges for failure of IBM to comply with any of the terms and conditions of this Agreement applicable to such machine.

GENERAL

This Agreement is not assignable; none of the machines may be sublet, assigned or transferred by the Customer without the prior written consent of IBM. Any attempt to sublet, assign or transfer any of the rights, duties or obligations of this Agreement is void.

Machines under this Agreement are to be located only in the United States, Puerto Rico, Guam and Canal Zone. The Customer agrees to keep IBM informed of the location of each machine. Each machine will be removed by the Customer at the Customer's expense upon discontinuance of the machine. IBM shall have full and free access to each machine for this purpose.

IBM may, upon three months' prior written notice to the Customer, discontinue a machine or feature or downgrade a model under a Rental Contract Period at any time, or under a Lease Contract Period or Extension at the end of the Lease Contract Period. IBM may discontinue such machine for failure of the Customer to comply with any of the terms and conditions of this Agreement applicable to such machine.

The Agreement will be terminated following the discontinuance of all machines and fulfillment of all obligations hereunder.

Subject to the terms of the following paragraph, IBM may, upon twelve months' prior written notice, modify the terms and conditions of this Agreement except that IBM may, upon three months' prior written notice, modify the terms and conditions of the Section entitled "Charges," "Termination Charges," "Purchase Option," "Lease Contract Period Extension" and "Machine Modifications."

Any such modification will apply on the effective date specified in the notice to all Rental Contract Periods, to Lease Contract Periods and Extensions that begin after the expiration dates provided such occur on or after the effective date, and to new Lease Contract Periods or Extensions which commence on or after the date of the notice. Otherwise, the Agreement can only be modified by a written Agreement in addition to other remedies, IBM may terminate this Agreement if the Customer and/or IBM, at authorized IBM Manager and various branch levels, are in default of any terms of this Agreement in any Customer order or other written notification will be of no effect.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen or, in the case of non-payment, more than two years from the date of the last payment.

If the Customer defaults as to any obligation to return machines or fails to pay any amounts due hereunder, IBM, in addition to other remedies, may repossess the machines and the Customer agrees to pay all costs and expenses of collection and or repossession, including reasonable attorney's fees permitted by law.

IBM is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

This Agreement will be governed by the laws of the State of New York.

Micro Fiched

IBM

Lease/Rental Agreement Supplement For State And Local Government (Copier Annual Plan/Fiscal Term)

Customer's fiscal year is July 1, 1977 through JUNE 30, 1978

This Supplement amends the attached Lease/Rental Agreement as follows:

Each machine will be initially installed for a Lease Contract Period of twelve (12) months or from day of installation through the last day of the Customer's fiscal year.

The Monthly Lease Charge, the usage included in the Monthly Lease Charge, the Maximum Monthly Charge and the Monthly Use Charge Rate will be those in the applicable State and Local Government Price List in effect on the Commencement Date of the Lease Contract Period.

The Monthly Lease Charge, the usage included in the Monthly Lease Charge, the Maximum Monthly Charge and the Monthly Use Charge Rate will be those in the applicable State and Local Government Price List in effect on the Commencement Date of the Contract Period Extension.

If cancellation occurs at any time other than the end of the Customer's fiscal year and for other than lack of funds, the Customer agrees to pay the Termination Charges specified on the first page of the Lease/Rental Agreement.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By ERNIE SOTTERWHITE

Title SALES REP

Date 8/2/77

County of Yolo Public Works Dept
(Customer Name)

By [signature]

Title X

Date 8-16-77

Z140-2170
U-M 25

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CUSTOMER

ASCOA 64-176

FILED
OCT 10 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Corley Deputy

AGREEMENT NO. 77-245

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 19 77, by and between

Automatic Sprinkler Corp. of America

a division of A-T-O Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

the installation of the Yolo General Hospital Fire Sprinkler System in Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Micro Fiched

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Yolo General Hospital Fire Sprinkler System

(Plan Index No. 77219) (WO #160.05-9

Approved 7-12-77 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 90 days after approval of working drawings ; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

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ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Base Bid	L.S.	79,982.00	79,982.00

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IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

BY Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Deputy

"AUTOMATIC" SPRINKLER CORPORATION OF AMERICA adivision of A-T-O Inc.

BY

D.J. Weber-Assistant Secretary

1000 E. Edgerton Road

Broadview Hts., Ohio 44147

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 228550.

Micro Fiched

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AGREEMENT NO. 77-246

(Agreement for Conservatorship Investigator Services)

THIS AGREEMENT ENTERED this 23rd day of August, 1977, by and between the COUNTY OF YOLO, hereinafter called COUNTY and GLENN LIPSKEY, Attorney at Law, hereinafter called INVESTIGATOR.

W I T N E S S E T H:

RECITALS:

1. California Statutes of 1976, Chapter 1357, effective July 1, 1977, requires court appointment of a court investigator to personally interview proposed wards and/or conservatees of specifically enumerated guardianships and conservatorships. (Probate Code §§ 1461.1).

2. Said court investigator is required to be "a person trained in law who is an officer or special appointee of the court with no personal or other beneficial interest in the proceedings".

3. INVESTIGATOR is an attorney at law, and is familiar with the aforesaid provision of the California Probate Code, and is willing and able to provide said services.

AGREEMENT:

1. COUNTY agrees to engage INVESTIGATOR, and INVESTIGATOR agrees to provide all court investigator services required to be provided pursuant to California Statutes 1976, Chapter 1357, including but not limited to:

A. Personal interviews with proposed wards and conservatees.

B. Drafting the investigation results in a form suitable for filing in the records of Yolo County Probate Court.

C. Making himself available upon request of the Probate Court Judge to discuss said investigations.

D. Performing any and all other services required to be performed.

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2. Compensation: In and for sole consideration of the above referenced services, COUNTY agrees to pay INVESTIGATOR the sum of Fifty Dollars ($50) per case assigned, which fee will include any and all mileage and other incidental expenses; provided, however, that the total of said payment shall in no event exceed the sum of Four Thousand Dollars ($4,000) during the term of this agreement.

3. Term: The term of this agreement shall be from July 1, 1977 through December 31, 1977, inclusive. INVESTIGATOR hereby expressly acknowledges that his tenure as court investigator shall be temporary, and disclaims any expectation in reappointment, acknowledging that on June 30, 1977, the Honorable Warren K. Taylor, presiding Judge of Yolo County Superior Court, invited applications from all interested attorneys for the provision of these services, and that a permanent court investigator will be appointed upon the expiration of the term of this agreement.

4. INVESTIGATOR is and at all times during the performance of this Agreement shall be construed to be an independent contractor, and not an officer, employee or agent of COUNTY.

5. During the term of this agreement, Contractor agrees to keep in full force and effect all necessary insurance policies to protect the COUNTY from all liability arising out of the performance of the obligations of this contract, expressly including a policy of professional malpractice insurance. INVESTIGATOR agrees to indemnify and save COUNTY harmless from any and all claims arising out of the performance of this agreement.

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IN WITNESS WHEREOF, the parties fix their hand this 23rd day of August, 1977.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
GLENN LIPSKEY, Esq.

Micro Fiched

34

AGREEMENT NO. 77-247

FILED
SEP - 8 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of August, 1977, by and between

C. J. PETERSON CONSTRUCTION COMPANY

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

the Broderick Boat Ramp Repair and Extension in Broderick

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Micro Fiched

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Broderick Boat Ramp Repair and Extension

(Plan Index No. NA) (WO #290.01-9

Approved August 2, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within twenty (20) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

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ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Grouting	15 C.Y.	75.00	$ 1,125.00
2	Slope Protection	300 Ton	15.00	4,500.00
3	Ramp Extension	L.S.	L.S.	8,175.00
4	Styrofoam	L.S.	L.S.	150.00
	TOTAL			$13,950.00

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IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

BY Linda J. Thompson
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Richard Rodgers, Deputy

BY Curtis J. Peterson

C. J. Peterson Construction Co.
P.O. Box 38816
Sacramento, Calif. 95838
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 288032.

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